



CITY OF CRYSTAL LAKE
AGENDA
CITY COUNCIL
REGULAR MEETING
City of Crystal Lake
100 West Woodstock Street, Crystal Lake, IL
City Council Chambers
October 15, 2024
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – October 1, 2024**
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. **295, 345, 395 Pathway Court, Pathway Court Multi-Family - Comprehensive Land Use Plan Amendment, Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development and Variations for a 220-unit apartment complex – [To be continued to November 5, 2024, no action or discussion to occur]**
 - b. **Class 20 Temporary Liquor License Request – Northern Illinois Special Recreation Association, November 23, 2024**
 - c. **Property Acquisition Ordinance – PINs 18-01-359-014, 016, 017, and 018 vacant parcels**
 - d. **Special Event Request, Street Closure, Parking Restrictions and Fee Waiver – Downtown Crystal Lake, Festival of Lights Parade –Friday, November 29, 2024**
10. **City Code Amendment to Section 496-126 to allow for free parking at noon in the Commuter Parking Lots**
11. **Intergovernmental Agreement between the City of Crystal Lake and the County of McHenry with Respect to the Three Oaks Recreation Area South Lake Water Level Project**
12. **Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers**
13. **Bid Award – Polymers for Wastewater Solids Handling**
14. **Bid Award – Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) Purchase & Delivery**

- 15. Bid Award – Snow & Ice Removal Services for Sidewalks**
- 16. Bid Award – On-Call Snow Removal Services for Parking Lots and Roadways**
- 17. Bid Award – City Hall Fleet Garage and Sally Port HVAC Improvements**
- 18. Fire Rescue Automatic Aid Agreement**
- 19. Bid Award – Fire Rescue Department Washer Extractors**
- 20. Sourcewell Purchasing Cooperative for Toshiba Multifunction Copiers**
- 21. Concessionaire Lease Assignment and Extension**
- 22. Board and Commission Reappointments – Sustainability Committee**
- 23. Council Inquiries and Requests**
- 24. 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**
- 25. Reconvene to Regular Session**
- 26. Adjourn**

If special assistance is needed in order to participate in a City of Crystal Lake public meeting, please contact Melanie Gray, 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:

October 15, 2024

Item:

295, 345, 395 Pathway Court, Pathway Court Multi-Family - Comprehensive Land Use Plan Amendment, Rezoning from R-2 Single Family Residential to R-3B PUD Multi-Family Residential, Preliminary and Final Planned Unit Development and Variations for a 220-unit apartment complex

Action:

Continued to the November 5, 2024 regular City Council meeting, no action or discussion to occur.

Staff Contact:

Kathryn Cowlin, Director of Community Development
Elizabeth Maxwell, City Planner

Background:

The petitioner has requested to be placed on the November 5, 2024 regular City Council meeting agenda. Therefore, there will be no action or discussion on the request.



Agenda Item No: 9b

**City Council
Agenda Supplement**

<u>Meeting Date:</u>	October 15, 2024
<u>Item:</u>	Class 20 Temporary Liquor License Request – Northern Illinois Special Recreation Association, November 23, 2024
<u>Staff Recommendation:</u>	Motion to approve issuance of a Class 20 Temporary Liquor License to Northern Illinois Special Recreation Association
<u>Staff Contact:</u>	Nick Hammonds, Deputy City Manager

Background:

The City received a request from Northern Illinois Special Recreation Association (NISRA) for the issuance of a Class 20 Temporary Liquor License in order to offer alcohol in the package only, as a raffle prize for a fundraiser on Saturday, November 23, 2024. While raffle licenses are approved administratively per the City Code, the issuance of a temporary liquor license requires consideration by the City Council.

The organization will need a temporary liquor license as the awarding of alcoholic liquor as a raffle prize is considered the sale of alcohol by the State Liquor Control Act. The alcoholic raffle prizes will be awarded at the Holiday Inn, located at 800 S. Route 31, on Saturday, November 23, 2024 and must be picked up by Monday, November 25, 2024.

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

Votes Required to Pass:

Simple majority

CITY OF CRYSTAL LAKE



Class "20" Temporary Liquor License

General Information:

- A Class "20" **Temporary** Liquor License authorizes the retail sale of alcoholic liquor on the premises specified in the license in packages only but not for consumption on the premises where sold.
- The license applicant must be a **not-for-profit** corporation qualified to do business in the State of Illinois.
- The license is valid for a period not to exceed three (3) days and may only be used for special events sponsored by the not-for-profit corporation requesting the license.
- Issuance of a Class "20" Temporary Liquor License must be reviewed and approved by the Mayor and City Council of the City of Crystal Lake.

City of Crystal Lake
Application for Temporary Liquor License

CLASS "20"
Alcoholic Liquor in Packages Only

The undersigned hereby makes application for a license for the sale at retail of alcoholic liquor in packages only under the provisions of the City of Crystal Lake Liquor Licensing Ordinance:

1. Applicant's full name Northern Illinois Special Recreation Association (NISRA) Foundation
(Must be not-for-profit organization)

Address 285 Memorial Drive Crystal Lake, IL 60014 Phone Number 815-459-0737
2. Location where beer in packages only will be sold:
Holiday Inn Crystal Lake, IL
3. Dates of the event (**not to exceed three (3) days**): November 23, 2024
4. Hours of operation: 10am - 3pm
5. Describe the type of crowd and traffic control licensee will utilize. The event is inside at the Holiday Inn.
6. Describe plan for refuse pickup. Holiday Inn
7. Please list the names and addresses of the members of the organization who will be selling alcoholic liquor in packages only at the location pursuant to the license. If additional space is needed, please use reverse side.
TBD raffle ticket sales volunteers.
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 in packages only on the property during the time requested.
- Site plan of area where beer in packages only will be sold.
- Letter to the Mayor and City Council requesting approval of the issuance of a Class "20" Temporary Liquor License to applicant.

Steve Kelly
Signature of President

9-16-24
Date

Jan McAlbin
Signature of Secretary

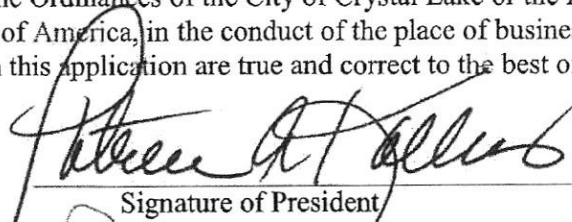
9-16-24
Date

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

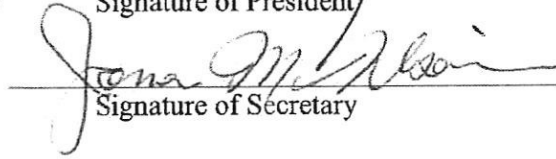
AFFIDAVIT

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.



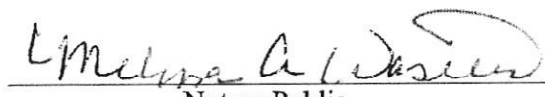
Signature of President



Signature of Secretary

Subscribed and sworn to before me this 16

day of September, 2024.



Notary Public



July 18, 2024

City of Crystal Lake
Office of the Mayor
100 W Woodstock St
Crystal Lake, IL 60014

Re: Temporary Liquor License

Dear Mayor Haleblian,

The NISRA Foundation will hold the 29th Annual Holiday Fashion Show on November 23, 2024 from 10am to 3pm at the Holiday Inn Crystal Lake. All proceeds from the event support community recreation for children and adults with disabilities through Northern Illinois Special Recreation Association.

We are applying for the necessary Class 20 Temporary Liquor License for the event. Some of the raffle packages may include closed and sealed alcohol, not to be consumed on the premises.

Let me know if I can assist further.

Sincerely,

Laura Cullotta
Manager of Fund Development



DISTINGUISHED
ACCREDITED
AGENCY BY THE IL
ASSOCIATION OF
PARK DISTRICTS &
THE IL PARK AND
RECREATION
ASSOCIATION
2021 - 2026

CERTIFICATE OF COVERAGE

Name and Address of Agency

Park District Risk Management Agency
 2033 Burlington Avenue
 Lisle, Illinois 60532-1646
 630.769.0332

Name and Address of Member

Northern Illinois Special Recreation Association
 285 Memorial Drive
 Crystal Lake, IL 60014
 815-459-0737

SCOPE OF COVERAGE

The Park District Risk Management Agency (PDRMA) is an intergovernmental self-insurance and risk management pool established under the constitution and the statutes of the State of Illinois to provide coverage for its members against certain claims and losses. Each member of PDRMA is entitled to the scope and amounts of coverage set forth below. In addition, PDRMA may extend the same scope of coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, and amendments that are applicable to the members.

The above named entity is a member in good standing of the Park District Risk Management Agency. The scope of coverage provided by the agency may, however, be revised at any time by the actions of PDRMA's governing body. As of the date this certificate is issued, the information set out below accurately reflects the scope of coverage established for the current coverage year. **This document may not be used to extend Additional Insured status to the certificate holder or any other individual/organization/entity.**

Scope of Coverage	Coverage Document	Coverage Dates	Limits Each Occurrence	
General Liability * Commercial general liability * Occurrence * Liquor liability	L010124	1/1/2024-12/31/2024	Bodily Injury and Property Damage combined	\$2,000,000
			Personal Injury	\$2,000,000
Automobile Liability * Any auto	L010124	1/1/2024-12/31/2024	Bodily Injury and Property Damage combined	\$2,000,000
Workers' Compensation	WC010124	1/1/2024-12/31/2024		Statutory
Employer's Liability	WC010124	1/1/2024-12/31/2024		\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

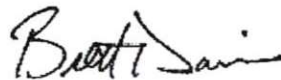
Holiday Fashion Show
 November 23, 10-3pm
 Holiday Inn, Crystal Lake, IL

NOT VALID FOR ADDITIONAL INSURED OR LOSS PAYEE COVERAGE

Certificate Holder

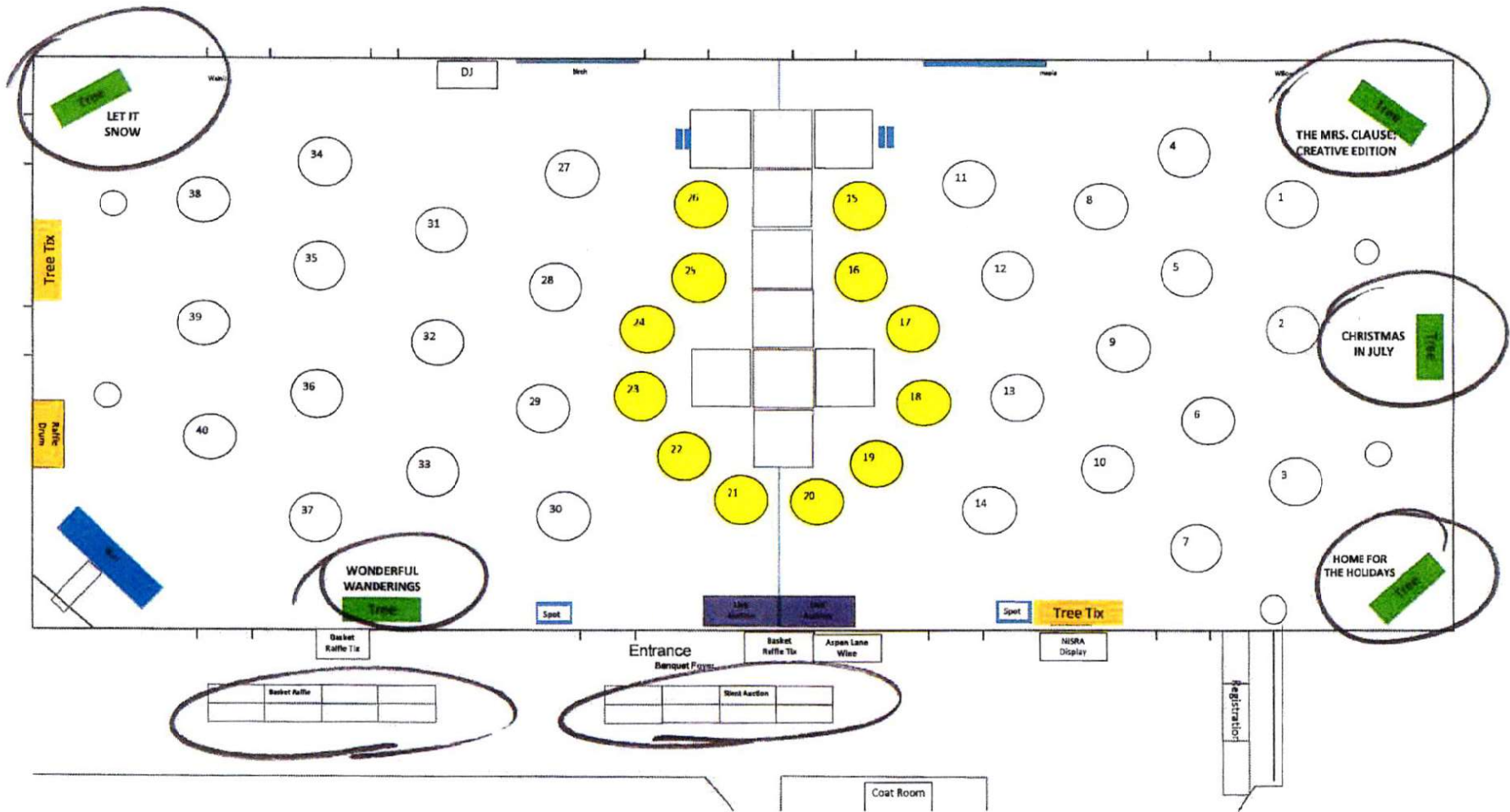
City of Crystal Lake

 100 W Woodstock St
 Crystal Lake, IL, 60014
 815-459-2020



Authorized Representative

Date Issued: 8/12/2024



Tree
LET IT
SNOW

Tree
THE MRS. CLAUSE:
CREATIVE EDITION

Tree Tix

Tree
CHRISTMAS
IN JULY

Raffle
Draw

Tree
HOME FOR
THE HOLIDAYS

Tree
WONDERFUL
WANDERINGS

Spot

Spot

Tree Tix

Basket
Raffle Tix

Entrance

Basket
Raffle Tix

Aspen Lane
Wine

NISRA
Display

Basket Raffle			
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Wheel Action			
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Registration

Coat Room



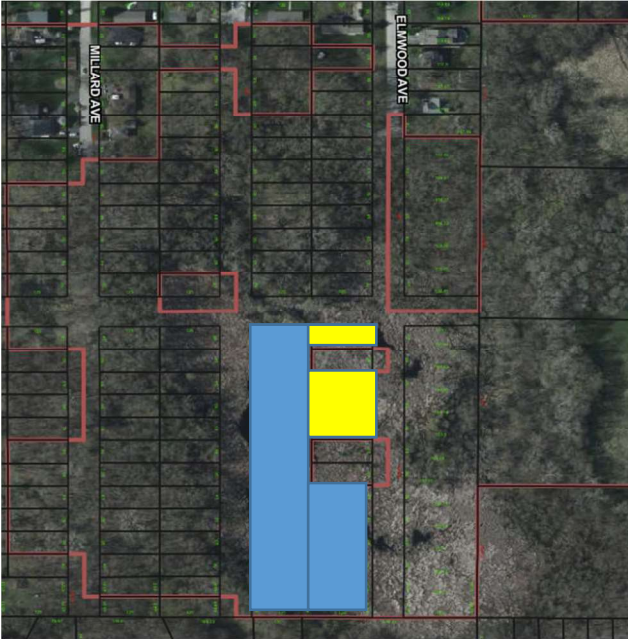
Agenda Item No: 9c



**City Council
Agenda Supplement**

-
- Meeting Date:** October 15, 2024
- Item:** Property Acquisition Ordinance – PINs 18-01-359-014, 016, 017, and 018 vacant parcels
- Staff Recommendation:** Motion to adopt an Ordinance authorizing acquisition of properties for flooding mitigation – PINs 18-01-359-014, 016, 017, and 018 vacant parcels
- Staff Contact:** Nick Hammonds, Deputy City Manager
-

Background:
In order to preserve an existing wetland, located south of the west end neighborhood, the City Council is requested to approve the attached ordinance authorizing and ratifying the acquisition of vacant parcels at PINs 18-01-359-014, 016, 017, and 018. The properties are undevelopable, and the surrounding properties were purchased by the City over numerous years prior to 1998.

McHenry County notified the City of the auction of four parcels located near current City property. Pictured below are areas highlighted in blue (City-owned) and highlighted in yellow (auctioned to City). The auction included the sale of one parcel for \$814.00 and three parcels for \$814.00, for a total purchase price of \$1,628.00, plus a 3% transaction fee.



-  City-Owned Property
-  Four Parcels Awarded at Auction

Recommendation:

It is staff's recommendation to adopt an ordinance authorizing and ratifying the acquisition of vacant parcels at PINs 18-01-359-014, 016, 017, and 018.

Votes Required to Pass:

Two-thirds of the corporate authorities then holding office.



Ord. No. _____
File No. _____

AN ORDINANCE AUTHORIZING ACQUISITION OF PROPERTY

WHEREAS, the Corporate Authorities of the City of Crystal Lake, McHenry County, Illinois, have approved a plan for the acquisition of portions of certain properties hereinafter legally described for public use within the boundaries of the City, and for payment of the cost thereof; and

WHEREAS, the Corporate Authorities of this City have determined that it is necessary, useful, advantageous and in the best interests of this City that the property hereinafter described be acquired, through purchase, and the cost therefore be paid by the City; and

WHEREAS, the City of Crystal Lake is a home rule unit of local government pursuant to the 1970 Illinois Constitution, Title VII Section 6(a) and is empowered, pursuant to such authority and the Illinois Municipal Code, 65 ILCS 5/11-61-1 *et. seq.*, to obtain property that is useful, advantageous or desirable for municipal purposes or public welfare.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Crystal Lake, McHenry County, Illinois, as follows:

Section 1. The foregoing recitals are incorporated as though fully set forth herein.

Section 2. It is hereby determined that it is necessary and desirable that the City of Crystal Lake acquire the following described real property, which lies wholly within the limits of Crystal Lake, to be used and occupied for public use for the amount of \$1,676.84 and other necessary associated fees. The public funds used to acquire the property have been budgeted as part of the City's 2024B Annual Budget.

P.I.N. 18-01-359-014

P.I.N. 18-01-359-016

P.I.N. 18-01-359-017

P.I.N. 18-01-359-018

Section 3. Swanson, Martin, and Bell LLP, or its agent, be and hereby is authorized, empowered and directed to represent the City in the preparation of the documents required for the purchase of the properties. The City Manager is hereby authorized to execute said documents on behalf of the City of Crystal Lake.

Section 4. This Ordinance shall take effect from and after its passage, approval and publication in the manner provided by law. The City Clerk is hereby directed and ordered to publish this ordinance in pamphlet form.

DATED at Crystal Lake, Illinois, this 15th day of October, 2024.

APPROVED:

Haig Haleblian, MAYOR

ATTEST:

CITY CLERK

PASSED: October 15, 2024

APPROVED: October 15, 2024

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

Draft



Agenda Item No: 9d

**City Council
Agenda Supplement**

Meeting Date: October 15, 2024

Item: Special Event Request, Street Closure, Parking Restrictions, and Fee Waiver - Downtown Crystal Lake Festival of Lights Parade – November 29, 2024

Staff Recommendation: Motion to approve the 2024 Festival of Lights Parade to be held on Friday, November 29, 2024, subject to the conditions contained in this agenda supplement and a waiver of the Police Department chargeback fees (~\$10,425 for Police Assistance)

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

Background:

Downtown Crystal Lake is requesting approval to hold the annual Festival of Lights Parade on Friday, November 29, 2024 at 7:00 p.m. in Downtown Crystal Lake. Since they are requesting road closures, establishment of temporary no-parking zones, use of City property, and Police and Public Works Department assistance, this event is classified as a Special Event that requires City Council approval.

The parade participants and vehicles will line up at City Hall and use the far-east entrance/exit off Woodstock Street into City Hall. Parade participants will be asked to use the Alexander Commuter Lot to park their personal vehicles during the parade. During the parade, the Fire Rescue, Police, and Public Works Departments will use the west entrance/exit to City Hall. A map of the parade route is included for review.

The parade will follow the same route as previous years. Santa will light the tree located in the Brink Street Market instead of the tree at the end of Williams Street.

The following roads will be closed starting at about 6:30 p.m. for the parade route and will open when the route clears at about 8:30 p.m.

- Woodstock Street between Walkup Avenue and Caroline Street, and between Grant Street and Williams Street
- Caroline Street between Woodstock Street and Crystal Lake Avenue
- Crystal Lake Avenue between Caroline Street and Main Street
- Grant Street between Crystal Lake Avenue and Woodstock Street
- Williams Street between Woodstock Street and Crystal Lake Avenue

The road closures are the same as previous years.

In addition, the Downtown Crystal Lake organization is requesting to prohibit parking temporarily along the following streets from 5:00 p.m. until the end of the parade at approximately 8:30 p.m.:

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

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

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

- 1) The Downtown Crystal Lake organization must coordinate with the Crystal Lake Police Department and the Crystal Lake Public Works Department regarding staffing, signage, and other needs for the parade.
- 2) Signs must be posted restricting parking on the following streets:
 - a. Both sides of Caroline Street between Woodstock Street and Crystal Lake Avenue,
 - b. Both sides of Franklin Avenue between Williams Street and Walkup Avenue,
 - c. Both sides of Woodstock Street between Grant Street and Williams Street,
 - d. Both sides of Williams Street between Woodstock Street and Crystal Lake Avenue, and
 - e. Both sides of Grant Street between Crystal Lake Avenue and Woodstock Street.

The signs must be removed after the parade has concluded.
- 3) City-owned barricades and parking cones will be used by the petitioner to block parking on Woodstock Street, both sides of Williams Street and Grant Street.
- 4) The petitioner must continue to work with City staff on how best to control spectators which may include 3-foot tall metal barricades, additional parade marshals, additional police assistance, or other acceptable crowd control measures to ensure the safety of all spectators and participants.
- 5) Any vendor present at this event, or present within the immediate area during the event, must have permission and approval from the Downtown Crystal Lake / Main Street organization, along with the appropriate proof of insurance and a vendor license. In

addition, any business conducting a promotional activity must coordinate with the Downtown Crystal Lake organization to ensure the activity does not conflict with the parade approval.

- 6) All debris created by the event must be cleaned up during and after the event. In addition, Lakeshore Recycling Systems, the City's refuse contractor, will conduct a special collection following the parade.
- 7) If tents or canopies will be used, the petitioner must contact the Fire Rescue Department for further review.
- 8) Barricades shall be placed so that firefighters are able to move them if emergency vehicles need access.
- 9) All Fire Hydrants shall be accessible.
- 10) Promotional and informational banners and signage are approved via this approval. Please contact the Building Division regarding the details of the signage to be used in conjunction with the event.
- 11) Emergency vehicle access must be maintained throughout the event. Items should not be placed on the roadway to prohibit access, and volunteers should be available to remove barricades to allow emergency vehicles on the roadway if necessary.
- 12) A weather monitoring person is required during the event and an emergency plan shall be in place in the event of severe weather.
- 13) Portable toilets should be provided in the Brink Street Market parking lot for visitors' use.

The Police Department estimates that the cost for Police Officer assistance for this event is \$10,425 based on the scope of the event. In previous years, Downtown Main Street has not been charged for the Police Officers.

Downtown Crystal Lake Main Street has requested that Police Department chargeback be waived again this year.

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

The applicant has been made aware of these recommended conditions and advised to attend the October 15, 2024 City Council meeting to answer any questions.

Votes Required to Pass: Simple majority vote.



CITY OF
Crystal Lake
ILLINOIS

SPECIAL EVENTS APPLICATION

Please PRINT or TYPE

EVENT NAME 2024 Festival of Lights Parade

EVENT LOCATION Downtown Crystal Lake

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

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

GENERAL EVENT INFORMATION

1. TYPE OF EVENT (Check all that apply)

- | | |
|--------------------------------------|---|
| <input type="checkbox"/> Carnival | <input type="checkbox"/> General use of City-owned property |
| <input type="checkbox"/> Circus | <input checked="" type="checkbox"/> Parade |
| <input type="checkbox"/> Festival | <input type="checkbox"/> Outdoor Sales |
| <input type="checkbox"/> Filming | <input type="checkbox"/> Run/Walk Event |
| <input type="checkbox"/> Other _____ | |



2. General Description/Purpose of the event:

Kick off the Holiday season and Bring Santa Claus to town!

- _____
- _____
- | | | |
|---|---|-----------------------------|
| 3. Will the event require the use of City-owned property? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. Is a Site Map/Route Map attached? | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5. Is the event an annual/recurring event? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 6. Will the event require a public street/sidewalk to be blocked or closed? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 7. Will the event require use of a public parking lot? | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No |
| 8. Number of persons scheduled to monitor and work the event: | <u>45</u> | |
| 9. Estimated attendance: | <u>4,500-5,000</u> | |

10. Is a "rain date" proposed? Y or N If yes, what is the rain date? 11/30/24

ORGANIZATION INFORMATION

11. Organization is registered with the State of Illinois as a Non-Profit Organization

12. Name of Event Manager: Katie Galto

13. Contact Information for Event Manager:

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

Daytime phone: 815-479-0835 (Please check preferred means of contact)
Emergency phone: _____
Cell phone: [REDACTED] _____
Email: events@downtowncl.org

EVENT OPERATION

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

Set Up: 10am line up cones
Event: 7:00pm-8:30pm
Dismantling: 8:30-9:30pm

15. Hours of the event:

Set Up: 5pm restrict parking
Event: _____
Dismantling: _____

CITY MANAGER'S OFFICE

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

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

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

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

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

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

**Please complete the attached Temporary Liquor License Application*

COMMUNITY DEVELOPMENT

19. Will the event require tents or temporary structures? Yes No
20. What signs or advertising do you anticipate needing for the event?
- Temporary community event signs Yes No
- Temporary neighborhood event signs Yes No
- Directional signs Yes No
- Banner Yes No
21. Will food be served or sold at the event? Yes* No

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

22. Will the event include vendors selling products? Yes No
- Description of Products _____
23. Will the event require portable sanitation facilities? Yes No
- Name of Company Crown Restrooms
- Address 1704 Lamb Road Unit B Woodstock, IL 60098
- Phone 815-206-3689

24. Will the use of electricity be required for the event? Yes No
- If yes, please specify the power requirements and plan for provision

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

25. Does this event require assistance from the Police Department? Yes No
26. Does this event require an on-site ambulance? Yes No
27. Will the event require sound amplification of any kind? Yes No

28. Please state what provisions have been made for first aid and emergency medical services, if any:

Police are on-site at ever corner

PUBLIC WORKS

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

**If yes, please complete the attached Barricade Borrowing Application*

30. Will the event require water? Yes No

Specify _____

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

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

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



Signature

7/25/2024

Date

Katie Galto

Print Name

STAFF USE ONLY

Assigned City Department: _____

Assigned City Staff Liaison: _____

Meeting with Event Organizer Required: Yes No

City Council Approval Required: Yes No



25 W. Crystal Lake Ave
Crystal Lake, IL 60014

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

To Whom It May Concern,

The Downtown Crystal Lake/Main Street organization is requesting a waiver of fees for Police detail for the annual Festival of Lights Parade taking place on November 29th, 2024. This event draws approximately 5,000 visitors into our Downtown. Our Downtown organization is a 501c3 that plans, promotes, and runs this event that enriches our community and draws visitors from all over Northern Illinois.

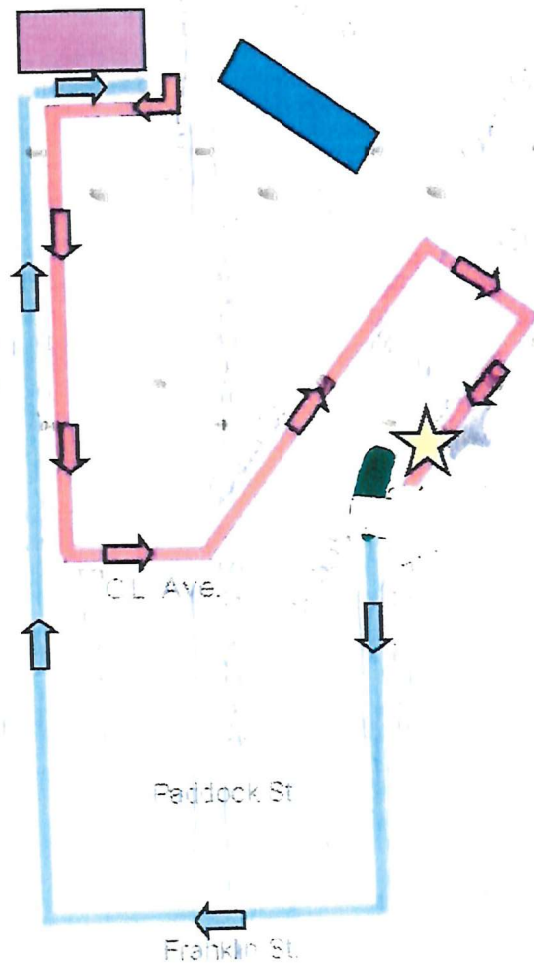
We appreciate your consideration of this request!

Sincerely,







A handwritten signature in cursive script that reads "Joy Neal".

Joy Neal
Executive Director

Festival of Lights Parade



ATTENTION:
There will be **NO PARKING**
after 5pm on:
Caroline Street
Grant Street
Woodstock Street
Williams Street

-  Municipal Complex
-  Alexander Commuter Lot
-  Parade Route (0.9 miles)
-  Vehicle Return Route
-  Judges' Reviewing Stand
-  Downtown Christmas Tree End of Parade



Agenda Item No: 10

**City Council
Agenda Supplement**

Meeting Date: October 15, 2024

Item: City Code Amendment to Section 496-126 to allow for free parking at noon in the Commuter Parking Lots

Staff Recommendation: Motion to adopt an Ordinance amending Section 496-126 of the City Code to allow for free parking at noon in the commuter parking lots

Staff Contact: Kathryn Cowlin, Director of Community Development

Background:

As a result of the City’s Downtown Parking Committee analysis of available parking in 2022, staff is proposing to convert the existing Commuter Parking lots from free at 4:00 p.m. to free at noon (12:00 p.m.). There are approximately 1,120 commuter parking spaces available for use. Converting these spaces to free at noon instead of 4:00 p.m. will provide greater access for patrons visiting the nearby businesses. As Downtown Crystal Lake continues to succeed as a hub for local businesses there has been an increase demand for patron parking. The proposed conversion to free at noon will be a positive improvement for the business district.



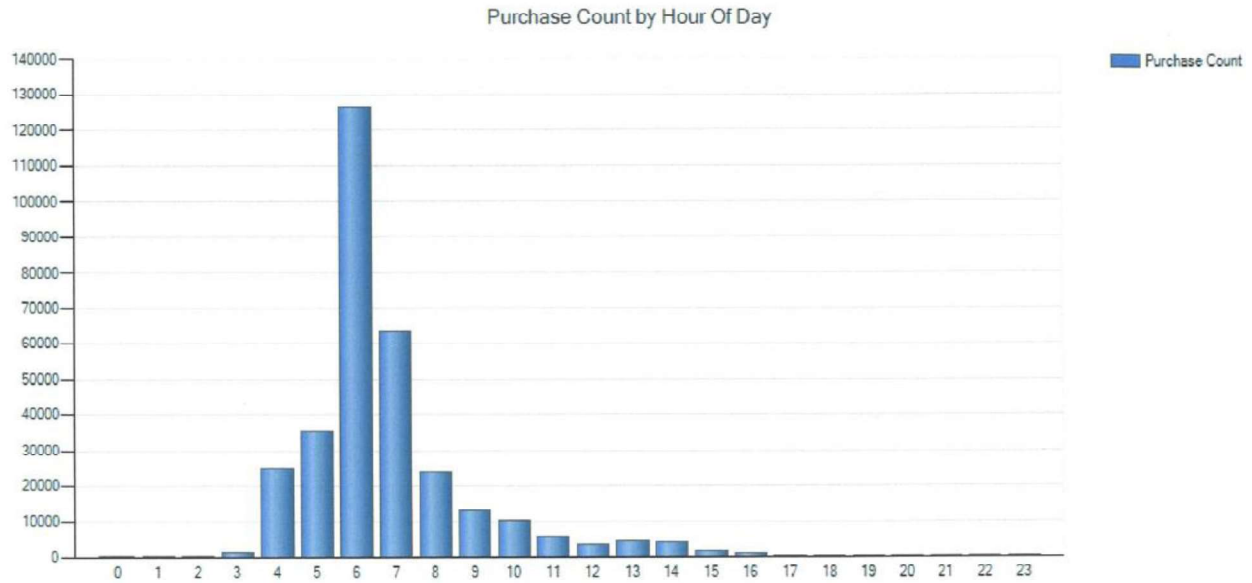
Figure 1: Commuter Lots (affected lots)

Comparison to Surrounding Communities

<i>Location</i>	<i>Parking Restriction for Commuter/Metra Lots</i>
<i>Woodstock</i>	Free at all times
<i>Cary</i>	Free after 11:30 a.m. & weekends
<i>Fox River Grove</i>	Free after 3:00 p.m. & weekends
<i>Barrington</i>	Free after 5:00 p.m. & weekends
<i>Palatine</i>	Free after 5:00 p.m. & weekends
<i>Arlington Heights</i>	Free after 12:00 p.m. & weekends

Financial Impact

The majority of the fees collected from the commuter lots occurs in the morning hours. The parking data shows minimal fee collections in the afternoon, as approximately 5% of the fees collected occurs in the afternoon. The fees collected are allocated to parking lot maintenance. There will be little impact to the City's ability to maintain the parking lots based on the statistics provided.



The change to free parking at noon is part of a plan for the replacement of parking lot signage in the downtown. The goal of the new signage is to better inform downtown patrons of the available parking lots in the downtown.

Votes Required to Pass:

Simple majority



**ORDINANCE AMENDING CHAPTER 496 (VEHICLES AND TRAFFIC) OF THE
CODE OF THE CITY OF CRYSTAL LAKE**

WHEREAS, Chapter 496 of the Code of the City of Crystal Lake (the “City Code”) regulates commuter parking lots within the City of Crystal Lake; and

WHEREAS, it is desirous to amend the parking restrict from free after 4:00 p.m. to after 12:00 p.m. to allow for additional patron parking for downtown businesses.

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

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

SECTION II. Amendment to Section 496-126A (Parking rates.)

[Deletions are shown as strikethroughs, additions are underlined and in bold font]

Section 496-126A of the City Code shall be amended as follows:

Those lots or portions of lots designated for paid public parking on a daily basis shall have an established rate of \$1.50 per day, or \$1.35 per day, with an authorized resident discount card per vehicle per day. Beginning January 1, 2018, those lots or portions of lots designated for public parking on a daily basis shall have an established rate of \$1.50 per day, with no discounted daily rate. From ~~4:00 p.m.~~ **noon** to the following day at 2:00 a.m. and on weekends, no fee will be required for those areas designated as daily rate parking.

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

SECTION IV: This Ordinance shall be in full force and effect after its passage, approval, and publication in pamphlet form in the manner provided by law.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

, CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024

Draft



Agenda Item No: 11

**City Council
Agenda Supplement**

Meeting Date:

October 15, 2024

Item:

Intergovernmental Agreement between the City of Crystal Lake and the County of McHenry with Respect to the Three Oaks Recreation Area South Lake Water Level Project

Staff Recommendation:

Motion to adopt a Resolution authorizing the Mayor to execute an intergovernmental agreement between the City of Crystal Lake and the County of McHenry in connection with the South Lake Water Level Project at the Three Oaks Recreation Area

Staff Contact:

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

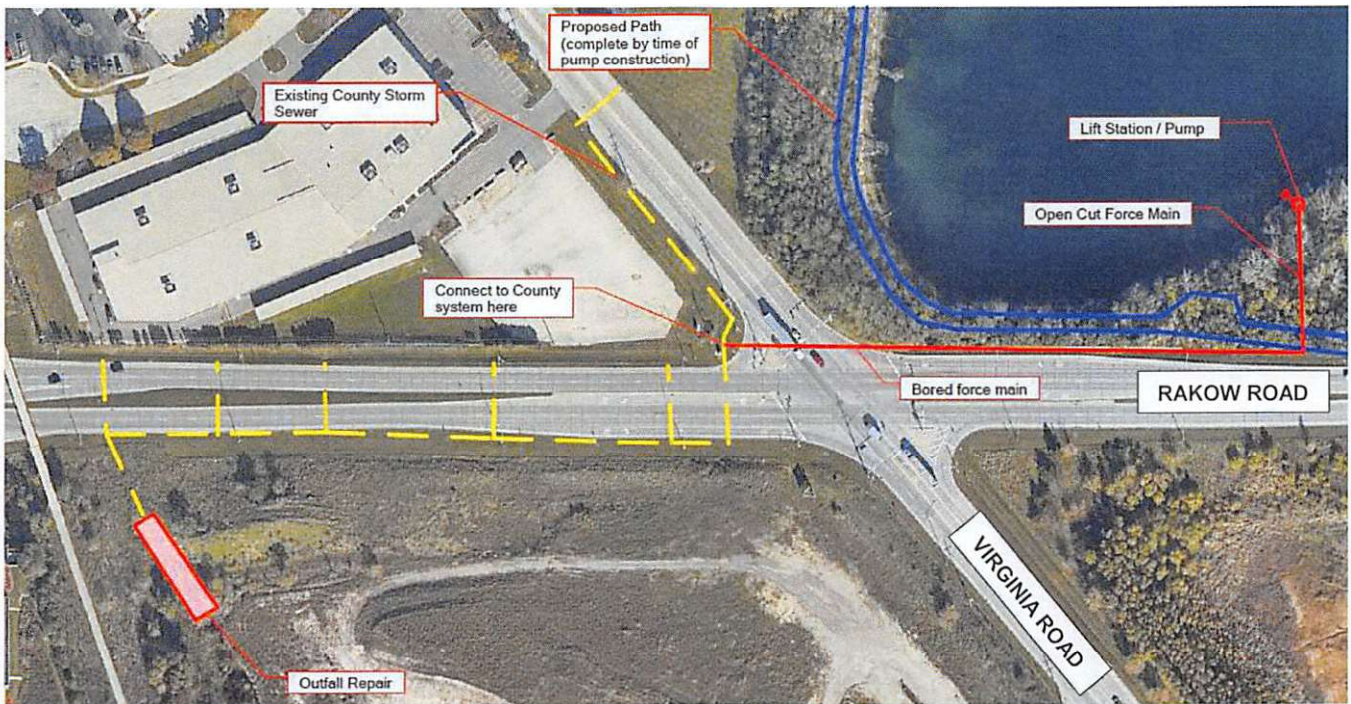
Background:

The water levels at the Three Oaks Recreation Area vary based on the amount of precipitation. With no natural outlet for lake water, when rainfall amounts consistently exceed historical averages, the Three Oaks water levels can rise to levels that may negatively impact the park's amenities, including structures. Even though water levels have moderated recently because of repeated dry conditions, high water levels significantly impacted the park's amenities as recently as 2019 and 2020.

Due to the unpredictability of future rainfall, and subsequent water levels, the City has investigated different methods to manage water levels. A gravity sewer was initially considered, but due to the soil conditions south of Rakow Road, the cost was prohibitive. A second solution involves constructing a pumping station (lift station) that would pump the storm water into the existing Rakow Road storm sewer that drains onto the private property southwest of the park. Prior to Vulcan Materials mining the current Three Oaks Recreation Area site, the natural/ historical drainage pattern was to the southwest. The Rakow Road storm sewer is under the jurisdiction of the McHenry County Division of Transportation (County).

The pump would only operate when lake levels reach a certain stage and after the County's system has drained down (post storm). Water flowing through the storm sewer would then follow natural drainage patterns to the south. The County storm sewer currently outfalls on the property southwest of the park.

The total cost of the project is approximately \$3,000,000 and is included in the Fiscal Year 2024B budget. The exhibit below depicts the approximate location of the pump station and storm sewer connections.



City staff has finalized an intergovernmental agreement with McHenry County for the use of the Rakow Road storm sewer, and modification of the outfall. The following provides a summary of the intergovernmental agreement:

- City will oversee creation of the design plans at 100% City cost. County will review the design plans.
- City will televise the existing conditions of the Rakow Road storm sewer at least 3 months prior to construction. City will also televise this same section of storm sewer every 5 years starting in 2030 and provide a copy to the County. Costs related to televising will be 100% City. Public Works has televising equipment and can accomplish this with in-house staff.
- City will oversee construction of the improvements with the City financially responsible for 100% of the construction costs of the new stormwater lift station, stormwater force main and sanitary sewer.
- City will be responsible for 90% of the construction costs (\$233,174) for the outfall modifications and County will be responsible for 10% (\$25,908).
- City will maintain the new stormwater lift station, stormwater force main and sanitary sewer at 100% City cost.
- County will be responsible for performing maintenance of the Rakow Road storm sewer and at the outfall with the City reimbursing the County 50% for any future repairs after the project is complete.

City special legal counsel has reviewed the intergovernmental agreement and the County will be taking the intergovernmental agreement forward for approval later this month.

Votes Required to Pass:

A simple majority of the City Council



Res. 24R-___

RESOLUTION

WHEREAS the City is desirous of protecting the infrastructure and amenities at the Three Oaks Recreation Area from flooding at the South Lake; and

WHEREAS a project consisting of a pump station and storm sewer improvements is necessary to manage water levels; and

WHEREAS an intergovernmental agreement with McHenry County is required to facilitate the construction of the project.

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

BE IT FURTHER RESOLVED that the Mayor is authorized to execute an intergovernmental agreement between the City of Crystal Lake and the County of McHenry with respect to the south lake water level project at the Three Oaks Recreation Area.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024

APPROVED: October 15, 2024

Prepared for and, after

Recording, return to:

City of Crystal Lake
Attn: Eric Helm, City Manager
100 West Woodstock Street
Crystal Lake IL 60014

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
CRYSTAL LAKE AND THE COUNTY OF MCHENRY WITH RESPECT TO
THE SOUTH LAKE WATER LEVEL PROJECT**

This **AGREEMENT** is entered into this _____ day of _____, 2024, by and between the City of Crystal Lake, a municipal corporation of the State of Illinois, hereinafter referred to as the **CITY**, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the **COUNTY**. The **CITY** and the **COUNTY** are collectively sometimes referred to as the **PARTIES**. This agreement shall hereinafter be referred to as the “**AGREEMENT**.”

WITNESSETH

WHEREAS, the **CITY**, owns and operates a public recreation area commonly known as the Three Oaks Recreation Area; and

WHEREAS, James Rakow Road and Virginia Road are under the jurisdiction of the **COUNTY**; and

WHEREAS, a body of water, commonly known as South Lake is situated within Three Oaks Recreation Area, as depicted in EXHIBIT A (hereinafter, “**SOUTH LAKE**”); and

WHEREAS, the **CITY** intends to engage in a public project for the purpose of controlling the water levels of **SOUTH LAKE** (hereinafter, the “**PROJECT**”); and

WHEREAS, a general depiction and the approximate limits of the **PROJECT** are as depicted in the Plan Sketch indicated in EXHIBIT B, which is attached hereto and made a part hereof; and

WHEREAS, the **PROJECT** will entail the **CITY** installing a stormwater lift station and pressure piping (hereinafter, the “**DRAINAGE FACILITIES**”) to pump water from the **SOUTH LAKE** into the **COUNTY**’s existing storm sewer at the northwest corner of Rakow Road and Virginia Road (hereinafter, the “**RAKOW ROAD STORM SEWER**”); and

WHEREAS, the **RAKOW ROAD STORM SEWER**, which the **DRAINAGE FACILITIES** will drain into, currently discharges water through two flared end sections onto stone rip rap (hereinafter, the

“DISCHARGE LOCATION”) within an existing Permanent Easement recorded as Document Number 2010R0040063 (hereinafter, the “EXISTING PERMANENT EASEMENT”) which is attached hereto and made a part thereof as EXHIBIT C; and

WHEREAS, the DISCHARGE LOCATION is the maintenance responsibility of the COUNTY and is in need of maintenance; and

WHEREAS, in addition to the installation of the DRAINAGE FACILITIES the CITY intends to improve the DISCHARGE LOCATION; and

WHEREAS, the CITY will additionally be extending the CITY’s sanitary sewer from a point approximately 400 feet north of Rakow Road on Virginia Road beneath and across James Rakow Road right-of-way, to a new CITY sanitary system manhole located at the southerly right-of-way line of James Rakow Road (hereinafter, the “SANITARY SEWER EXTENSION”). The approximate location of the SANITARY SEWER EXTENSION is depicted in EXHIBIT B; and

WHEREAS, the CITY has obtained permission from the adjacent property owner to discharge the CITY’s stormwater onto the property; and

WHEREAS, the DRAINAGE FACILITIES, improvement of the DISCHARGE LOCATION and SANITARY SEWER EXTENSION shall hereinafter be collectively referred to as the “IMPROVEMENTS”; and

WHEREAS, the IMPROVEMENTS shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by Christopher B. Burke Engineering (hereafter, the “PLANS”) which by reference herein, hereby become a part hereof; and

WHEREAS, the CITY is a home rule unit pursuant to Article VII, Section 6 of the Illinois Constitution, and as a home rule unit may exercise any power and perform any function pertaining to its government affairs; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

WHEREAS, the COUNTY, by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the CITY, by virtue of the authority as set forth in the Illinois Municipal Code (65

ILCS 5/1-1-1 et seq.) and the CITY's home rule authority are authorized to enter into this AGREEMENT; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the CITY do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth herein.
2. The "headings" as contained in this AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of this AGREEMENT shall control.

**SECTION II.
CITY Commitments**

1. The CITY shall prepare, or cause to be prepared, a final version of the PLANS in accordance with CITY and COUNTY policies and standards. The COUNTY shall have the opportunity to review and approve the final version of the PLANS prior to the bidding of the IMPROVEMENTS, the approvals of which shall not be unreasonably withheld by the COUNTY.
2. The CITY shall acquire a grant of easement and temporary construction easement from the property owner at the southwest corner of James Rakow Road and Virginia Road which shall allow the CITY rights to the EXISTING PERMANENT EASEMENT, temporary access for construction of the IMPROVEMENTS and the right to drain water from SOUTH LAKE through the DRAINAGE FACILITIES and to deposit such water onto the DISCHARGE LOCATION as depicted in EXHIBIT B.
3. The CITY shall televise the existing conditions of the RAKOW ROAD STORM SEWER as depicted on the Storm Sewer Maintenance Exhibit, attached hereto and made a part thereof as EXHIBIT D, at least 3 months prior to construction of the IMPROVEMENTS. Televising is defined as the use of specialized equipment which will inspect the storm sewer pipe through recorded video. A copy of the recorded video shall be provided to the COUNTY. The CITY shall televise this same section of storm sewer every 5 years starting in year 2030 and a copy of the recorded video shall be provided to the COUNTY. The CITY shall pay 100% of all costs associated with this televising, without reimbursement from the COUNTY.
4. The DRAINAGE FACILITIES shall have equipment to control when water is discharged into the RAKOW ROAD STORM SEWER. The CITY agrees to not operate the DRAINAGE FACILITIES during a rain event and will only discharge into the RAKOW ROAD STORM

SEWER after the RAKOW ROAD STORM SEWER has ceased flowing. The DRAINAGE FACILITIES shall be designed to carry water from SOUTH LAKE to the DISCHARGE LOCATION at a maximum rate of six cubic feet per second.

5. The CITY shall pay for all costs of the IMPROVEMENTS, including design engineering, surveying, construction, and construction engineering supervision, subject to reimbursement from the COUNTY as described in EXHIBIT E to this AGREEMENT, which is attached hereto and is hereby made a part hereof.
6. The CITY will solicit bids and award the agreement(s) for the IMPROVEMENTS. The anticipated bidding date for the IMPROVEMENTS is fall of 2024. (The bidding date is subject to change, dependent upon project readiness and the availability of project funding.)
7. The CITY shall maintain the DRAINAGE FACILITY and the SANITARY SEWER EXTENSION at 100% CITY cost, without reimbursement from the COUNTY. Maintenance is defined as any activity necessary to cause the DRAINAGE FACILITY and SANITARY SEWER EXTENSION to function in accordance with CITY standards.
8. The CITY shall require the successful bidder to name the COUNTY as an additional insured on any liability coverage required pursuant to such contracts.
9. The COUNTY will remain responsible for performing maintenance of the DISCHARGE LOCATION and the RAKOW ROAD STORM SEWER. The CITY shall reimburse the COUNTY for 50% of the COUNTY's cost of maintenance of the DISCHARGE LOCATION and shall also reimburse the COUNTY for 50% of the COUNTY's cost of maintenance of that portion of the RAKOW ROAD STORM SEWER depicted by dashed lines on the EXHIBIT D in accordance with this AGREEMENT. The CITY agrees to reimburse the COUNTY for the aforementioned costs within sixty (60) days of receipt of an invoice from the COUNTY.
10. The CITY shall, for itself and for those authorized by or through the CITY, including without limitation any authorized CITY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the COUNTY, its elected and appointed officials, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the construction, installation, or use of the IMPROVEMENTS by the CITY, its employees and authorized agents, or any authorized CITY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the COUNTY.

SECTION III.
COUNTY Commitments

1. The COUNTY shall authorize the CITY to connect the DISCHARGE FACILITIES to the RAKOW ROAD STORM SEWER, subject to such permits as may be required by the COUNTY in accordance with applicable law.
2. The COUNTY shall authorize the CITY, or its assigns, to repair and modify the DISCHARGE LOCATION within the COUNTY's EXISTING PERMANENT EASEMENT subject to such permits as may be required by the COUNTY in accordance with applicable law.
3. The COUNTY shall reimburse the CITY ten percent (10%) of the construction costs relating to the repair of the DISCHARGE LOCATION based upon awarded unit prices, and as more particularly described in EXHIBIT E.
4. The COUNTY shall reimburse the CITY an amount equal to ninety-five percent (95%) of the construction costs relating to the repair of the DISCHARGE LOCATION as set forth in this AGREEMENT and for which the COUNTY is responsible pursuant to this AGREEMENT, within sixty (60) days of receiving notice of the contract award.
5. The COUNTY agrees to reimburse the CITY the balance of its responsibility for the construction costs associated with the DISCHARGE LOCATION as set forth in this AGREEMENT and for which the COUNTY is responsible pursuant to this AGREEMENT, within sixty (60) days of receiving notice by the CITY of substantial completion of repairs to the DISCHARGE LOCATION. Substantial completion means the construction is sufficiently complete in accordance with the PLANS, although punch list items remain to be completed.
6. The COUNTY further agrees to pass a supplemental resolution to provide necessary funds for repair of the DISCHARGE LOCATION if the amount appropriated proves to be insufficient to cover said costs.
7. The COUNTY shall maintain the DISCHARGE LOCATION and the existing RAKOW ROAD STORM SEWER. Maintenance is defined as any activity necessary to cause the DISCHARGE LOCATION and the RAKOW ROAD STORM SEWER to function in accordance with COUNTY standards. Maintenance activities required at the DISCHARGE LOCATION and for that portion of the RAKOW ROAD STORM SEWER depicted by the dashed line on EXHIBIT D shall be subject to 50% reimbursement by the CITY.
8. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation any authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the CITY, its elected and appointed officials, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and

all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged negligent act or omission related to the construction, installation, or use of the IMPROVEMENTS by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the CITY.

SECTION IV. General Provisions

1. This AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in this AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the CITY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the CITY, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under this AGREEMENT.
3. Each person executing this AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute this AGREEMENT and to agree to the terms, provisions, and conditions set forth in this AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver this AGREEMENT have been taken; and (iii) this AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.
4. The Effective Date of this AGREEMENT will be the first day of the month following the date upon which this AGREEMENT has been executed by the PARTIES.
5. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.

6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.
7. This AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of this AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the CITY shall be addressed to, and delivered at, the following addresses:

City Manager
City of Crystal Lake
100 W. Woodstock Street
Crystal Lake, IL 60014
Attention: Eric Helm
Email: ehelm@crystallake.org

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in this AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.
11. This AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
12. This AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute this AGREEMENT.
13. This AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

CITY OF CRYSTAL LAKE

ATTEST:

City Clerk

By: _____
Haig Haleblian
Mayor

Date: _____

COUNTY OF MCHENRY

ATTEST:

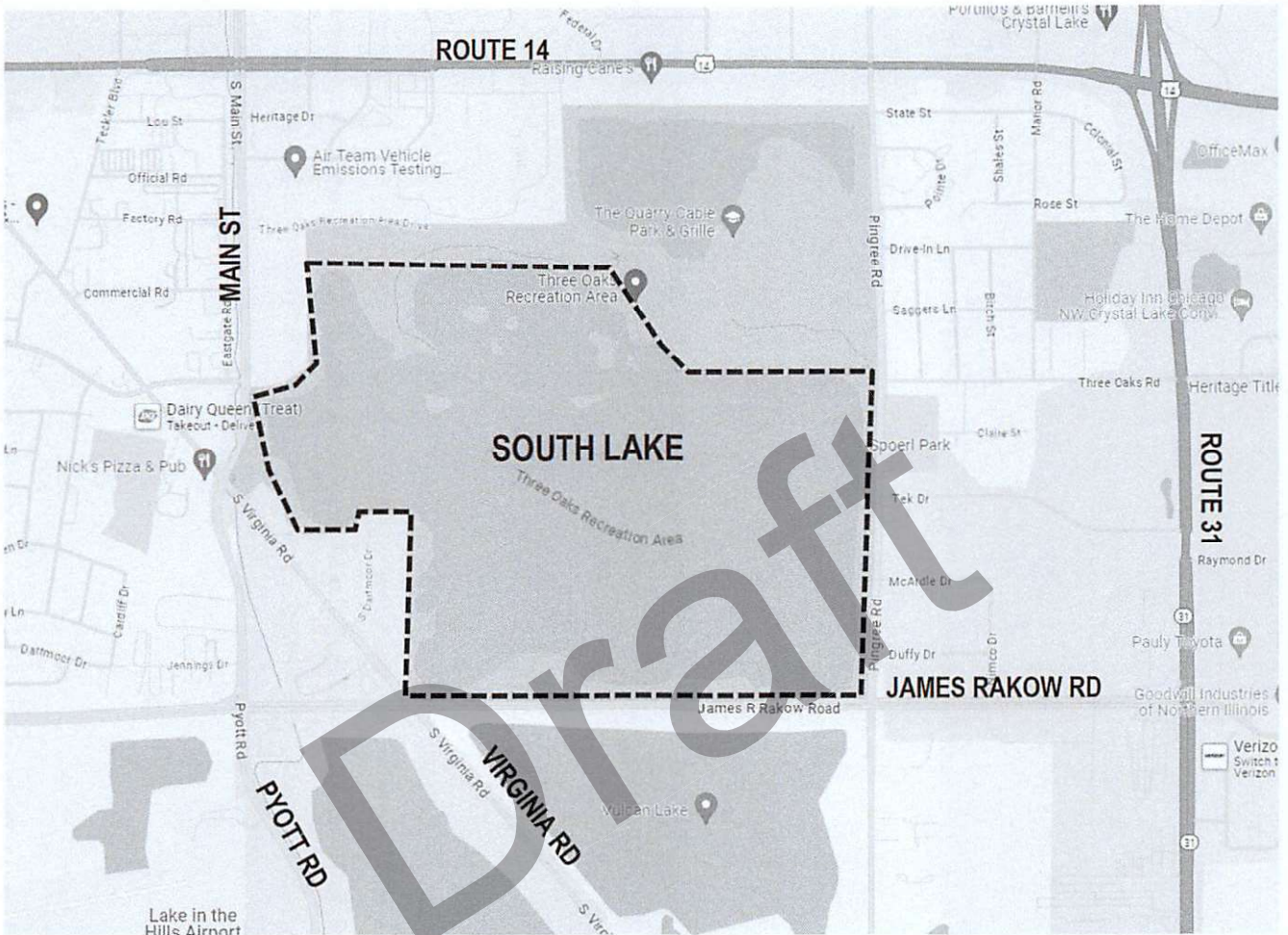
Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

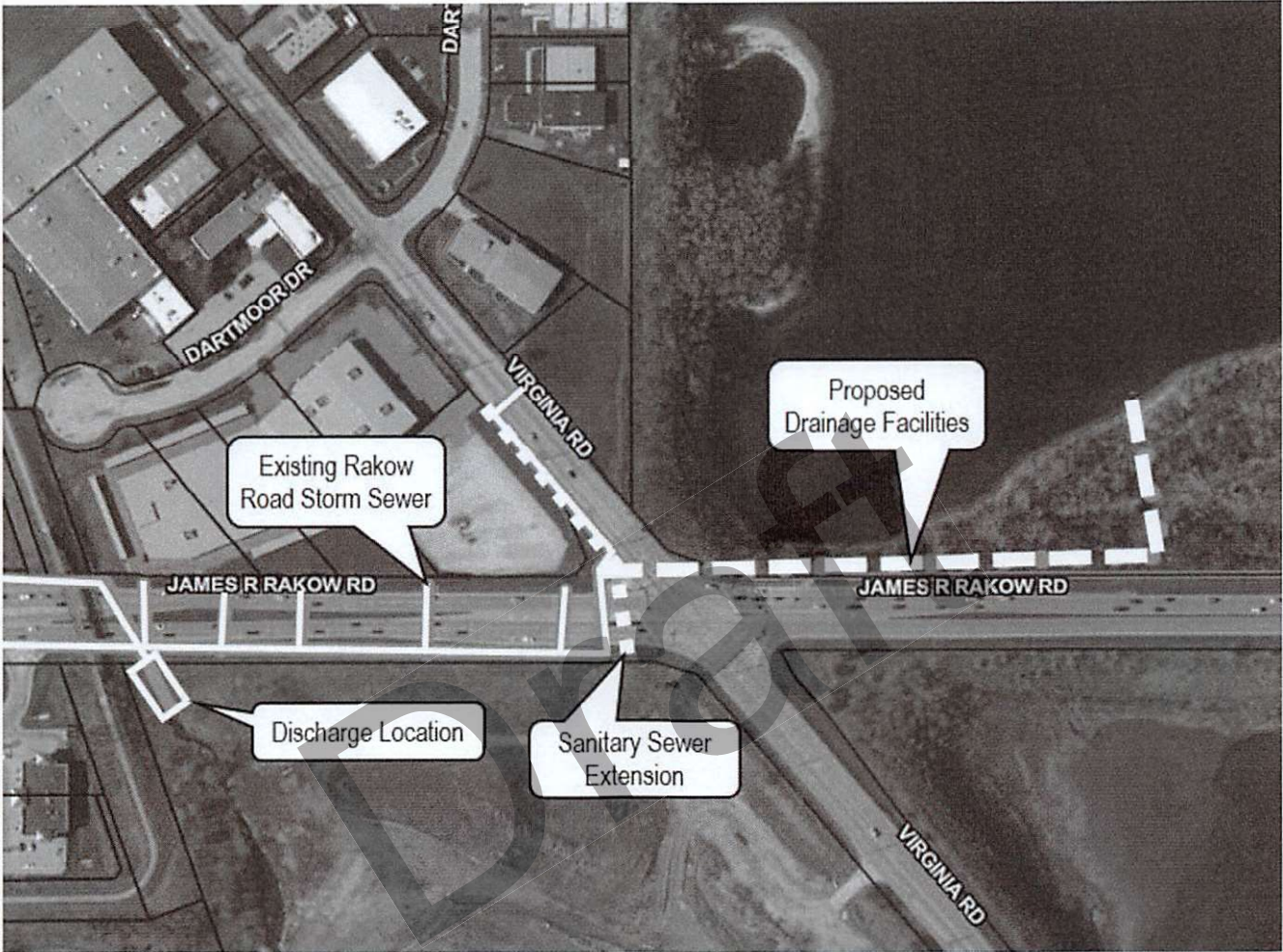
Date: _____

Draft

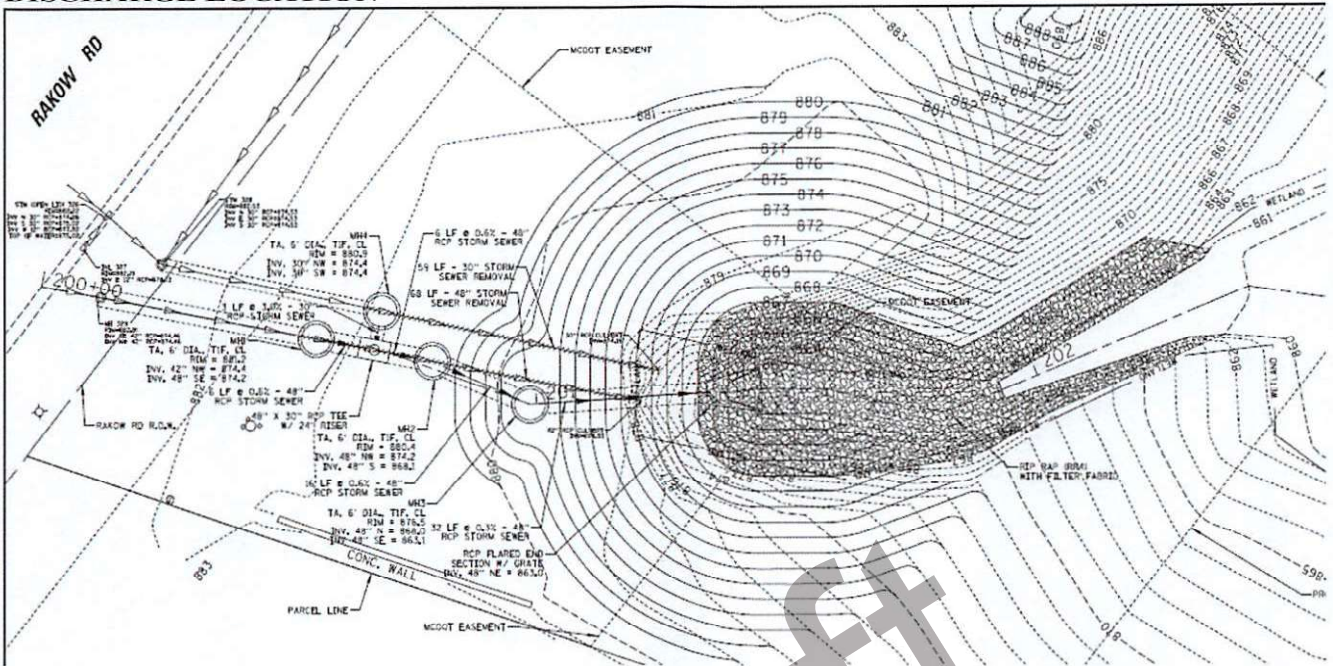
EXHIBIT A LOCATION MAP



**EXHIBIT B
PLAN SKETCH
General Depiction of the Improvements**



DISCHARGE LOCATION



SANITARY SEWER LOCATION

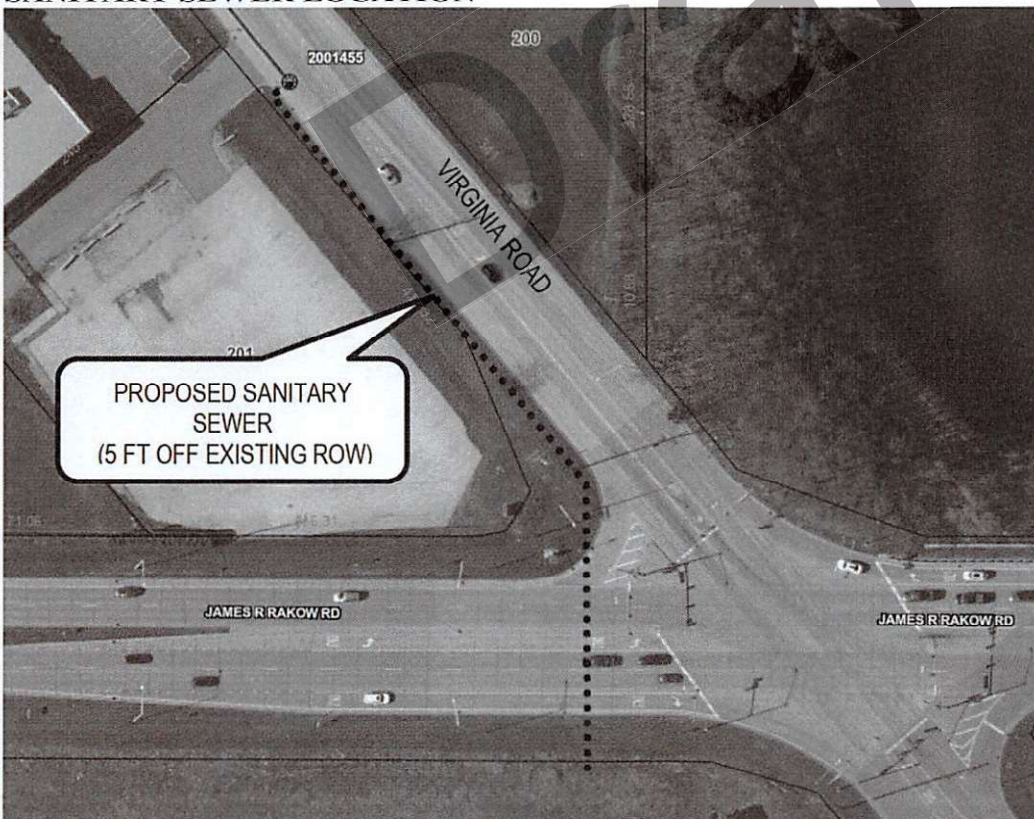


EXHIBIT C
EXISTING DRAINAGE EASEMENT

3

PERMANENT EASEMENT
AGREEMENT



PHYLLIS K. WALTERS
RECORDER-MCHENRY COUNTY, IL
2010R0040063
09/14/2010 11:46 AM PAGES 3
RECORDING FEE 25.00
GIS FEE 15.00

McHenry County Division of Transportation

Route: Rakow Road
Section: 05-00308-00-WR
Job No.: R-91-007-06
County: McHenry
PIN: 19-16-100-016
Parcel: 1H40018PE

Owner: Curran Group, Inc.

Address:

Southwest corner of Virginia Road and
James R. Rakow Road, Crystal Lake, Illinois

RESERVED FOR RECORDER'S USE ONLY

AGREEMENT CONCERNING LAND FOR A
PERMANENT EASEMENT

THIS INDENTURE WITNESSETH, that the Grantor, CURRAN GROUP, INC., of the County of McHenry, and the State of Illinois, for and in consideration of the sum of Seven Thousand and 00/100's Dollars—(\$7,000.00), in hand paid, the receipt of which is hereby acknowledged, hereby represents, that it owns the fee simple title to and does by these presents grant the permanent right, easement, and privilege to enter upon the following described land unto the COUNTY OF MCHENRY, a body politic and corporate, for the use of said County, its agents, contractors and engineers, for the purpose of drainage purposes.

SEE ATTACHED FOR LEGAL DESCRIPTION

Grantee shall have the perpetual right to enter or reenter the above described premises for the installation, reinstallation, maintenance or repair, construction or reconstruction, relocation and/or improvement of the above described facilities or improvements.

IN WITNESS WHEREOF, said Grantor has caused its corporate name to be hereunder subscribed by its President and its duly attested corporate seal to be hereto affixed, all in the City/Village of CRYSTAL LAKE, State of Illinois, this 1st day of SEPTEMBER, 2010.

CURRAN GROUP, INC.

By: Timothy J. Curran
Timothy J. Curran, President

ATTEST:

By: Catherine C. Curran
Catherine C. Curran, Secretary




40-

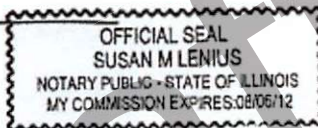
State of Illinois)
)SS
County of McHenry)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Timothy J. Curran, President and Catherine C. Curran, Secretary of CURRAN GROUP, INC. who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, appeared before me this day in person and severally acknowledged that they signed, sealed and delivered the said instrument, as their free and voluntary act, and the free and voluntary act of the Corporation, for the uses and purposes therein set forth, pursuant to the authority given by the Board of Directors of said Corporation and caused the corporate seal of said Corporation to be thereto affixed.

Given under my hand and Notarial seal this 1st day of September, 2010



Notary Public



This document was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
30 N. LaSalle Street, Suite 1726
Chicago, IL 60602

Grantee's Address:
McHenry County Division of Transportation
16111 Nelson Road
Woodstock, IL 60098

Return to:

ⓂⓉ Wheatland Title Guaranty
105 W. Veterans Parkway, Yorkville, IL 60580

MCH-ME-1267.0 (3/4)
MCH-ME-1280.0

Route : F.A.P. 336 (James R. Rakow Road)
Section: 05-00308-00-WR
County : McHenry
Job No.: R-91-007-06
Parcel : 1H40018P.E.
Sta. 174+13.55 To Sta. 175+30.36
Owner : Curran Group, Inc.

Index No. 19-16-100-016

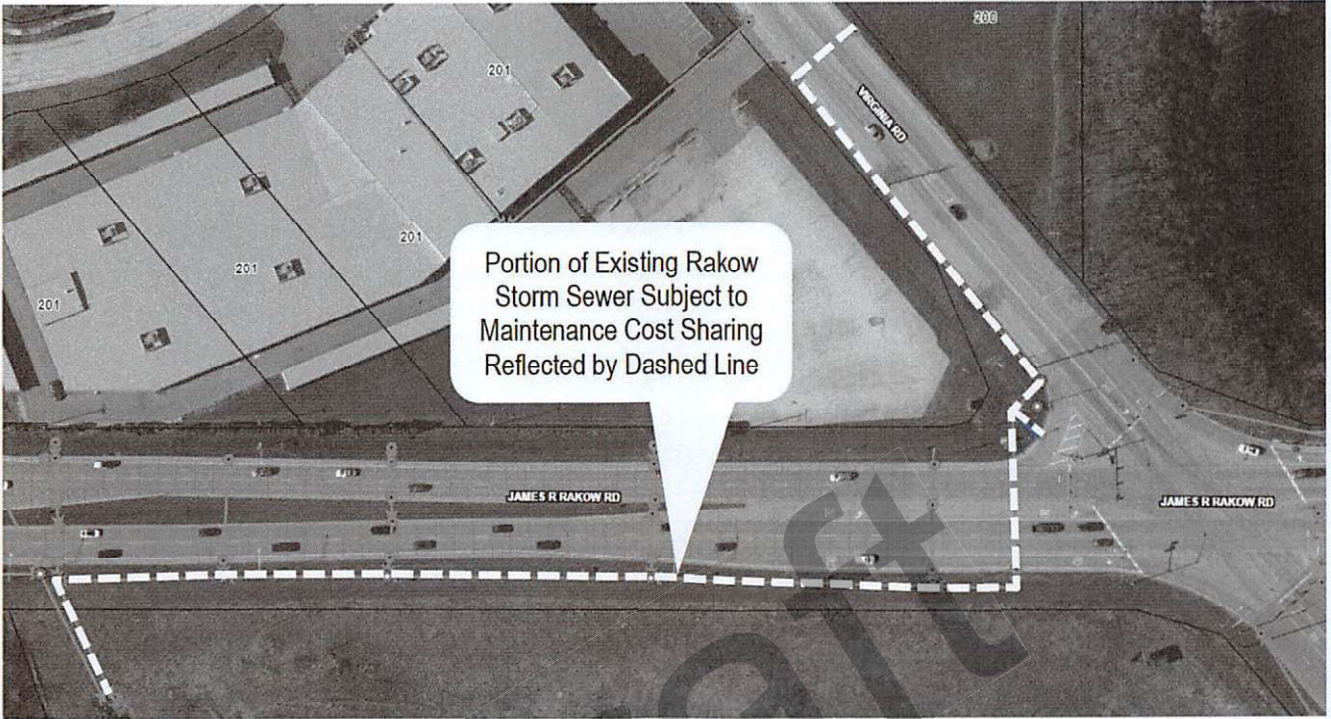
That part of the Northwest Quarter of Section 16, Township 43 North, Range 8 East of the Third Principal Meridian, in McHenry County, Illinois, described as follows:

Commencing at the northwest corner of the Northwest Quarter of said Section 16; thence on an assumed bearing of South 89 degrees 45 minutes 19 seconds East along the north line of the Northwest Quarter of said Section 16, a distance of 405.58 feet (405.65 feet, recorded) to the easterly right of way line of the former Chicago and North Western Railway Company; thence South 19 degrees 14 minutes 36 seconds East along the easterly right of way line of the former Chicago and North Western Railway Company, a distance of 106.08 feet (106.07 feet, recorded) to the south right of way line of James R. Rakow Road recorded August 16, 1993 as document number 93R048243; thence continuing South 19 degrees 14 minutes 36 seconds East along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 48.05 feet to the point of beginning; thence South 89 degrees 51 minutes 24 seconds East, a distance of 116.21 feet; thence South 0 degrees 08 minutes 36 seconds West, a distance of 110.00 feet; thence North 89 degrees 51 minutes 24 seconds West, a distance of 77.50 feet to the easterly right of way line of the former Chicago and North Western Railway Company; thence North 19 degrees 14 minutes 36 seconds West along the said easterly right of way line of the former Chicago and North Western Railway Company, a distance of 116.61 feet to the point of beginning.

Said permanent easement containing 0.245 acre, more or less.

Said permanent easement to be used for drainage purposes.

EXHIBIT D
STORM SEWER MAINTENANCE EXHIBIT



**EXHIBIT E
COST PARTICIPATION**

Estimated Division of Construction Costs for the South Lake Water Level Project

Item	Estimated Cost	CITY	COUNTY
Drainage Facilities	\$2,340,918.00	\$2,340,918.00	\$0
Sanitary Sewer Extension	\$400,000.00	\$400,000.00	\$0
Discharge Location	\$259,082.00	\$233,173.80	\$25,908.20
PROJECT TOTAL	\$3,000,000.00	\$2,974,091.80	\$25,908.20

Draft



Agenda Item No: 12

**City Council
Agenda Supplement**

Meeting Date:

October 15, 2024

Item:

Midwestern Higher Education Compact Cooperative Purchasing Program for Desktop and Laptop Computers

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Dell, Inc., for the purchase of fifty-six (56) computer desktops and laptops in the amount of \$48,025 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Staff Contact:

Steve Weishaar, Director of Information Technology

Background:

City Staff has annually recommended the replacement of a certain number of employee desktop computers based on the unit's age and performance. Every year, as a part of the budget preparation process, Information Technology staff review the City's inventory of computer equipment, in concert with long-term planning for equipment replacement, to determine the necessity for replacements during the next Fiscal Year. As a part of this review, age of the equipment, what role the equipment plays in the organization, and the types of repair orders received over the course of the unit's lifetime are all taken into consideration.

The typical replacement cycle for corporate desktop machines that are in continuous use is generally every four (4) to five (5) years. As a computer ages, particularly machines that are in continuous use, their electronic components deteriorate. The most noticeable result of this deterioration is a marked increase in component failures and a significant slowdown in the performance of the machine. As machines become slower and must be taken out of service more often for repairs, a significant impact on employee productivity can result.

The City's Capital Improvement Plan (CIP), as presented as part of the 2024B Budget, outlines the gradual replacement of the City's approximately 250 desktop computers. The CIP recommends that the City annually replace between 45 - 60 computers over the next five years. As a part of the FY24B budget, a total of fifty-six (56) new and replacement desktop machines were identified. Most of the machines identified for replacement have already reached or will reach an age of at least five (5) years by the time they are replaced.

The Midwestern Higher Education Compact Cooperative Purchasing program has awarded a competitive RFP to Dell, Inc. for desktop and laptop computers. This Cooperative has been used

in previous years and has provided very competitive pricing and excellent service from purchases directly through Dell. The average price offered through this contract is well below the retail price (approximately 44% off the retail price) and is below the price of desktop machines purchased through the State Joint Purchase program.

The City has had significant experience with Dell hardware, both through desktop and laptop purchases in the past, as well as higher end server purchases for many years. We have been satisfied with the quality of the hardware Dell produces.

Sufficient funding is available in the FY24B budget for this project.

Recommendation:

It is the staff recommendation to purchase fifty-six (56) computer desktops, laptops and monitors from Dell, Inc., in the amount of \$48,025 through the Midwestern Higher Education Compact Cooperative Purchasing Program.

Votes Required to Pass:

Simple Majority



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City is authorized to participate in the Midwestern Higher Education Compact Cooperative Purchasing Program and that the City Manager is authorized to execute a contract with Dell, Inc., for the purchase of fifty-six (56) computer desktops and laptops in the amount of \$48,025, from the Midwestern Higher Education Compact Cooperative Purchasing Program.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

City Clerk

PASSED: October 15, 2024

APPROVED: October 15, 2024



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Nov. 07, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote No.	3000182005171.1	Sales Rep	Andrew Senteno
Total	\$48,025.00	Phone	1(800) 4563355, 80000
Customer #	16209459	Email	Andrew.Senteno@Dell.com
Quoted On	Oct. 08, 2024	Billing To	STEVE WEISHAAR
Expires by	Nov. 07, 2024		CITY OF CRYSTAL LAKE
Contract Name	Dell Midwestern Higher Education Compact (MHEC) Master Agreement		100 W WOODSTOCK ST CRYSTAL LAKE, IL 60014-4262
Contract Code	C000000979569		
Customer Agreement #	MHEC-04152022		
Deal ID	27127225		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
Andrew Senteno

Shipping Group

Shipping To	Shipping Method
STEVE WEISHAAR CITY OF CRYSTAL LAKE 100 W WOODSTOCK ST CRYSTAL LAKE, IL 60014 (737) 240-3494	Standard Delivery

Product	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)	\$830.00	50	\$41,500.00
Dell Latitude 3550	\$975.00	3	\$2,925.00
Precision 3460 Small Form Factor	\$1,200.00	3	\$3,600.00

Subtotal:	\$48,025.00
Shipping:	\$0.00
Non-Taxable Amount:	\$48,025.00
Taxable Amount:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$48,025.00



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Shipping Group Details

Shipping To

STEVE WEISHAAR
CITY OF CRYSTAL LAKE
100 W WOODSTOCK ST
CRYSTAL LAKE, IL 60014
(737) 240-3494

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor (Plus 7020)		\$830.00	50	\$41,500.00
Estimated delivery if purchased today: Oct. 16, 2024 Contract # C000000979569 Customer Agreement # MHEC-04152022				
Description	SKU	Unit Price	Quantity	Subtotal
OptiPlex Small Form Factor Plus 7020	210-BKWL	-	50	-
Intel Core i5 processor 14500 vPro (24MB cache, 14 cores, 20 threads, up to 5.0 GHz Turbo, 65W)	338-CNCH	-	50	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	50	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	50	-
16 GB: 2 x 8 GB, DDR5	370-BBPQ	-	50	-
M.2 2230 512GB PCIe NVMe SSD Class 35	400-BQSB	-	50	-
M.2 22x30 Thermal Pad	412-AAQT	-	50	-
M2X3.5 Screw for SSD/DDPE	773-BBBC	-	50	-
NO RAID	817-BBBN	-	50	-
Intel Integrated Graphics	490-BBFG	-	50	-
OptiPlex SFF Plus with 260W Bronze Power Supply	329-BJWJ	-	50	-
System Power Cord (Philippine/TH/US)	450-AAOJ	-	50	-
No Optical Drive	429-ABKF	-	50	-
CMS Software not included	632-BBBJ	-	50	-
No Media Card Reader	379-BBHM	-	50	-
Intel(R) AX211 Wi-Fi 6E 2x2 and Bluetooth	555-BH DU	-	50	-
External Antenna	555-BHDW	-	50	-
Wireless Driver, Intel Wi-Fi 6E AX211 2x2 and Bluetooth wireless card	555-BKJK	-	50	-
No Additional Video Ports	492-BCKH	-	50	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJ JG	-	50	-
Mouse included with Keyboard	570-AADI	-	50	-
No Cover Selected	325-BCZQ	-	50	-
Dell Additional Software	634-CHFP	-	50	-
ENERGY STAR Qualified	387-BBLW	-	50	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	50	-
Watch Dog SRV	379-BFMR	-	50	-
Quick Start Guide, OptiPlex SFF Plus	340-DMJC	-	50	-

Print on Demand Label	389-BDQH	-	50	-
Trusted Platform Module (Discrete TPM Enabled)	329-BBJL	-	50	-
Shipping Material	340-CQYR	-	50	-
Shipping Label	389-BBUU	-	50	-
Regulatory Label for OptiPlex SFF Plus PSU DAO	389-FFZD	-	50	-
Intel® Rapid Storage Technology Driver	658-BFSK	-	50	-
Intel Core i5 Processor Label	340-CUEW	-	50	-
Desktop BTS/BTP Shipment	800-BBIP	-	50	-
No Additional Add In Cards	382-BBHX	-	50	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	50	-
Configuration Matérielle Fixe	998-GRXK	-	50	-
EPEAT 2018 Registered (Silver)	379-BDTO	-	50	-
Internal Speaker	520-AARD	-	50	-
No vPro® support	631-BBQQ	-	50	-
Dell Limited Hardware Warranty Plus Service	812-3886	-	50	-
ProSupport Plus: Accidental Damage Service, 3 Years	812-3926	-	50	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	812-3927	-	50	-
ProSupport Plus: Next Business Day Onsite 3 Years	812-3928	-	50	-
ProSupport Plus: 7x24 Technical Support, 3 Years	812-3929	-	50	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	50	-
		Unit Price	Quantity	Subtotal
		\$975.00	3	\$2,925.00

Dell Latitude 3550

Estimated delivery if purchased today:

Oct. 11, 2024

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3550, BTX	210-BLRD	-	3	-
13th Gen Intel Core i7-1355U (12 MB cache, 10 cores, up to 5.00 GHz Turbo)	379-BFBM	-	3	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	3	-
Intel 13th Generation i7-1355U, Intel Integrated Iris Xe or UHD Graphics	338-CNSD	-	3	-
Intel Rapid Storage Technology Driver	409-BCXQ	-	3	-
16 GB: 2 x 8 GB, DDR5, 5600 MT/s (5200 MT/s with 13th Gen Intel Core processors)	370-BBTL	-	3	-
512GB, M.2 2230, QLC PCIe Gen 4 NVMe	400-BRBC	-	3	-
15.6" FHD (1920x1080) Touch, AG, IPS, 250 nits, FHD IR Cam, WLAN	391-BHZC	-	3	-
FHD HDR IR Camera, ExpressSign-In, No Intelligent Privacy, TNR, Camera Shutter, Microphone	319-BBKH	-	3	-
English US backlit AI hotkey keyboard with numeric keypad, 99-key	583-BLNH	-	3	-

Wireless Intel AX211 WLAN Driver MOD-SRV, + Bluetooth Wireless Card	555-BKKT	-	3	-
Intel Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BKLT	-	3	-
3- cell, 54Wh Battery, Express Charge, Express Charge Boost capable	451-BDGP	-	3	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	3	-
Single Pointing Keyboard, No Finger Print Reader, No SIM	346-BKJB	-	3	-
E4 Power Cord 1M for US	450-AMEI	-	3	-
Quick Start Guide for 3550	340-DMKL	-	3	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
Fixed Hardware Configuration	998-GWQJ	-	3	-
Dell Additional Software	658-BFQB	-	3	-
Min PKG, 65W Typ C Adpt, RPL	340-DPGP	-	3	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	3	-
Latitude 3550 Laptop Bottom Door, Integrated Graphics	321-BKQW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Dell Limited Hardware Warranty	997-6727	-	3	-
ProSupport Plus: Accidental Damage Service, 3 Years	997-6746	-	3	-
ProSupport Plus: Keep Your Hard Drive, 3 Years	997-6755	-	3	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	3	-
ProSupport Plus: Next Business Day Onsite, 2 Year Extended	997-6764	-	3	-
ProSupport Plus: 7x24 Technical Support, 3 Years	997-6773	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-

Unit Price	Quantity	Subtotal
\$1,200.00	3	\$3,600.00

Precision 3460 Small Form Factor

Estimated delivery if purchased today:

Oct. 22, 2024

Contract # C000000979569

Customer Agreement # MHEC-04152022

Description	SKU	Unit Price	Quantity	Subtotal
Precision 3460 SFF CTO BASE	210-BCTU	-	3	-
Intel Core i7 14th Gen 14700 (33 MB cache, 20 cores, 28 threads, 2.1 GHz to 5.4 GHz, 65W)	338-CPNT	-	3	-
HEATSINK for 65W CPU	412-AAZQ	-	3	-
Windows 11 Pro, English, French, Spanish	619-AQLP	-	3	-
16 GB: 1 x 16 GB, DDR5, 5600MT/s, SO-DIMM, non-ECC	370-BBXR	-	3	-
512GB PCIe NVMe(TM) Gen4 M.2 SSD	400-BMQN	-	3	-
Thermal Pad for 3460 SFF SSD	412-AAZZ	-	3	-
Intel Rapid Storage Technology Driver, Precision 3460	409-BCWM	-	3	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	3	-
Intel Management Engine with vPro	631-ADHJ	-	3	-

Nvidia T400 4GB, 4GB, 3 mDP to DP adapter (Precision 3460, 3260)	490-BHXR	-	3	-
C1 SSD Boot + SSD	449-BBYR	-	3	-
Integrated Intel SATA Controller	403-BBCE	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Hard Drive	400-AKZR	-	3	-
No Optical Drive	429-ABKR	-	3	-
CMS Software not included	632-BBBJ	-	3	-
No SATA/SAS RAID	780-BBCJ	-	3	-
Precision 3460 SFF with 300W (80 Plus Platinum) PSU, RPL-R compatible	321-BKYG	-	3	-
No Media Card Reader	385-BBBL	-	3	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	3	-
Internal Wi-Fi Antenna	555-BHHG	-	3	-
Intel Wi-Fi 6/6E (6GHz) AX211 2x2 Bluetooth 5.3 Wireless Card	555-BHHI	-	3	-
Dell Pro Wireless Keyboard and Mouse - KM5221W - English - Black	580-AJJG	-	3	-
Mouse included with Keyboard	570-AAID	-	3	-
ENERGY STAR Qualified	387-BBLW	-	3	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	3	-
Dell Precision TPM	340-ACBY	-	3	-
WLAN Intel AX211 wireless card driver	555-BHPO	-	3	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	3	-
Quick Setup Guide, Precision 3460	340-CYUT	-	3	-
Shipping Material (DAO)	340-CBUU	-	3	-
Shipping Material	340-CQYR	-	3	-
Precision 3460 Plat Reg Label DAO	389-ECXZ	-	3	-
Intel Core i7 vPro Enterprise Processor Label	389-EDDR	-	3	-
Internal Speaker	520-AARD	-	3	-
Additional Software	658-BFRV	-	3	-
System Power Cord C13 (US 125V, 15A)	450-AHDU	-	3	-
Custom Configuration	817-BBBB	-	3	-
Dell Limited Hardware Warranty Plus Service	997-2808	-	3	-
ProSupport Plus: 7x24 Technical Support, 39 Months	997-2906	-	3	-
ProSupport Plus: Keep Your Hard Drive, 39 Months	997-2911	-	3	-
ProSupport Plus: Accidental Damage Service, 39 Months	997-2916	-	3	-
ProSupport Plus: Next Business Day Onsite, 39 Months	997-6810	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	3	-

Subtotal:	\$48,025.00
Shipping:	\$0.00
Estimated Tax:	\$0.00
<hr/>	
Total:	\$48,025.00

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Agenda Item No: 13

**City Council
Agenda Supplement**

Meeting Date: October 15, 2024

Item: Bid Award – Polymers for Wastewater Solids Handling

Staff Recommendation: Motion to award the bid for purchase and delivery of Polymers for Wastewater Solids Handling to the lowest responsible and responsive bidder, Polydyne Inc., and adopt a Resolution authorizing the City Manager to execute a one-year contract, in the submitted bid amounts, with two (2) optional one-year extensions

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

Background:

The City of Crystal Lake operates two wastewater treatment facilities. At these facilities, chemical polymers are used during the wastewater treatment process to facilitate the coagulation of suspended solids in wastewater. Different polymers are used at each wastewater treatment facility based on the chemistry of the wastewater that each facility treats. Wastewater Treatment Plant 2, which treats an average of 3.46 million gallons of wastewater per day, uses cationic polymer, while Wastewater Treatment Plant 3, which treats an average of 0.35 million gallons of wastewater per day, uses anionic polymer.

Polymers are a critical chemical used in wastewater treatment, and staff regularly seeks bids for the purchase and delivery of this product. On September 26, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for polymers. While staff solicited bids from multiple vendors, only one bid was received at the opening, and it was from Polydyne Inc. This company is the current supplier of polymers to the City’s wastewater treatment facilities. The following is a breakdown of the bid:

Company	2025		Optional Year 2026		Optional Year 2027	
	Cationic Polymer price per 275 gallon tote	Anionic Polymer price per 55 gallon drum	Cationic Polymer price per 275 gallon tote	Anionic Polymer price per 55 gallon drum	Cationic Polymer price per 275 gallon tote	Anionic Polymer price per 55 gallon drum
Polydyne, Inc. ✓	\$3,312.00	\$540.00	\$3,427.00	\$553.50	\$3,542.00	\$567.00

✓ Indicates recommended lowest responsive and responsible bidder

The City is currently paying \$3,726.00 per 275 gallon tote of cationic polymer and \$603.00 per 55 gallon drum of anionic. The new bid from Polydyne provides a reduction in pricing compared to the last contract.

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy. For the past several years, the Public Works Department has utilized Polydyne, Inc., and is satisfied with this product. It is staff's recommendation to award the contract to the lowest responsible and responsive bidder, Polydyne, Inc. for a one-year base contract with two additional one-year options.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS polymers for wastewater solids handling are required for the treatment of wastewater at the City of Crystal Lake's Wastewater Treatment Plants; and

WHEREAS the CITY OF CRYSTAL LAKE advertised, received, and publicly opened bids for the purchase and delivery of Polymers for Wastewater Solids Handling on September 26, 2024; and

WHEREAS the lowest responsive and responsible bidder is Polydyne, Inc., of Riceboro, Georgia;

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 Polydyne, Inc. for the purchase and delivery of cationic and anionic polymers in the bid unit prices; and

BE IT FURTHER RESOLVED that City Manager is authorized to approve up to two (2) one-year extensions of this contract, with option year pricing in the bid unit prices.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024

Draft

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE PURCHASE AND DELIVERY OF
WASTEWATER TREATMENT PLANT POLYMER FOR SOLIDS HANDLING

BIDDER'S PROPOSAL

Full Name of Bidder Polydyne Inc. ("Bidder")

Principal Office Address One Chemical Plant Road, Riceboro, GA 31323

Local Office Address _____

Contact Person Boyd Stanley
Sr. Vice-President Telephone (800) 848-7659 Option 2

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: WWTP Polymer

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. **Work Proposal**

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Wastewater Treatment Plant Polymer For Solids Handling**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

{00028684 2}

PROPOSAL

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Bid award criteria will consider the Base Bid Total. Optional years may be exercised at the City’s discretion.

ALL BID PRICES SHALL INCLUDE THE COST OF DELIVERY

Bid Price for Base Contract: January 1, 2025 – December 31, 2025

	Polymer Type & Delivery Method	Unit	Estimated Quantity	Unit Price	Extension
CLARIFLOC C-9530	Cationic Polymer	300 Gal. Tote *	40	\$3,312.00 per Tote	\$ 132,480.00
CLARIFLOC A-228	Anionic Polymer	55 Gal. Drum**	10	\$540.00 per Drum	\$ 5,400.00
BASE BID TOTAL::					\$ 137,880.00

*Polydyne Inc. offers 275 gallon totes filled to 2300 Lbs. @ \$1.44/Lb. Delivered for CLARIFLOC C-9530
 ** Polydyne Inc. 55 gallon drums are filled to 450 Lbs. @ \$1.20/Lb. Delivered for CLARIFLOC A-228

Base Bid Total in writing: One hundred thirty-seven thousand eight hundred and eighty dollars and zero cents

Optional Contract Extensions

Bid Price for Optional Year 2 Contract Extension: January 1, 2026 – December 31, 2026

	Polymer Type & Delivery Method	Unit	Estimated Quantity	Unit Price	Extension
CLARIFLOC C-9530	Cationic Polymer	300 Gal. Tote *	40	\$3,427.00 per Tote	\$ 137,080.00
CLARIFLOC A-228	Anionic Polymer	55 Gal. Drum **	10	\$553.50 per drum	\$ 5,535.00
TOTAL:					\$ 142,615.00

*Polydyne Inc. offers 275 gallon totes filled to 2300 Lbs. @ \$1.49/Lb. Delivered for CLARIFLOC C-9530
 ** Polydyne Inc. 55 gallon drums are filled to 450 Lbs. @ \$1.23/Lb. Delivered for CLARIFLOC A-228

{00028684 2}

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

Bid Price for Optional Year 3 Contract Extension: January 1, 2027 – December 31, 2027

	Polymer Type & Delivery Method	Unit	Estimated Quantity	Unit Price	Extension
CLARIFLOC C-9530	Cationic Polymer	300 Gal. Tote *	40	\$3,542.00 per Tote	\$ 141,680.00
CLARIFLOC A-228	Anionic Polymer	55 Gal. Drum **	10	\$567.00 per Drum	\$ 5,670.00
TOTAL:					\$ 147,350.00

*Polydyne Inc. offers 275 gallon totes filled to 2300 Lbs. @ \$1.54/Lb. Delivered for CLARIFLOC C-9530

** Polydyne Inc. 55 gallon drums are filled to 450 Lbs. @ \$1.26/Lb. Delivered for CLARIFLOC A-228

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.



Agenda Item No: 14

**City Council
Agenda Supplement**

Meeting Date: October 15, 2024

Item: Bid Award – Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) Purchase & Delivery

Staff Recommendation: Motion to award the bid for the purchase and delivery of Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) to the lowest responsive, responsible bidder, Alexander Chemical Corporation, and adopt a Resolution authorizing the City Manager to execute a one-year contract with Alexander Chemical Corporation for the purchase and delivery of Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) in the amount of \$216.30 per wet ton

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

Background:

Liquid Aluminum Sulfate (ALUM) is used at the City’s two wastewater treatment plants for phosphorus and barium removal, as required by each facility’s National Pollutant Discharge Elimination System (NPDES) permit. In 2023, the City of Crystal Lake’s wastewater treatment plants used approximately 845 wet tons of Liquid Aluminum Sulfate.

On September 26, 2024 the City of Crystal Lake publicly opened and read aloud the bids received for the purchase of Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM). The bid results are summarized as follows:

Company	2025 Unit Price per Ton (wet)	Optional -2026 Unit Price per Ton (wet)	Optional - 2027 Unit Price per Ton (wet)
Alexander Chemical Corporation ✓	\$216.30	No Bid	No Bid
USALCO, LLC	\$224.87	\$229.87	\$234.87
Chemtrade Chemicals US, LLC	\$327.38	No Bid	No Bid

✓ Indicates Recommended Lowest Responsive and Responsible Bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is the recommendation of staff to award a one-year contract for the purchase and delivery of Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) to the lowest responsible, responsive bidder, Alexander Chemical Corporation in the bid amount of \$216.30 per wet ton.

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

Liquid Aluminum Sulfate is a necessary chemical in the wastewater treatment process and funds for this purchase are budgeted each fiscal year.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS Liquid Aluminum Sulfate is required for the treatment of wastewater at the City of Crystal Lake's Wastewater Treatment Plants; and

WHEREAS the CITY OF CRYSTAL LAKE advertised, received, and publicly opened the bids for the purchase of Wastewater Treatment Liquid Aluminum Sulfate on September 26, 2024; and

WHEREAS the lowest responsive and responsible bidder is Alexander Chemical Corporation, of La Porte, Indiana.

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 Alexander Chemical Corporation for the purchase and delivery of Wastewater Treatment Plant Liquid Aluminum Sulfate (ALUM) in the amount of \$216.30 per wet ton.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024

Draft

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE PURCHASE AND DELIVERY OF
WASTEWATER TREATMENT PLANT LIQUID ALUMINUM SULFATE (ALUM)

BIDDER'S PROPOSAL

Full Name of Bidder Alexander Chemical Corporation ("Bidder")

Principal Office Address 7593 S. First Road, LaPorte, IN 46350

Local Office Address 7593 S. First Road, Kingsbury Industrial Plant, Kingsbury, IN 46345

Contact Person Patty Gleason, Sales Representative Telephone (800) 348-8827 or (219) 393-5558

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: WWTP Liquid Aluminum Sulfate

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Wastewater Treatment Plant Liquid Aluminum Sulfate (Alum)**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates

{00028684 2}

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

Bid award criteria will consider the Base Bid Total. Optional years may be exercised at the City's discretion.

ALL BID PRICES SHALL INCLUDE THE COST OF DELIVERY

Bid Price for Base Contract Term: January 1, 2025 – December 31, 2025

Item	Unit	Estimated Quantity	Unit Price	Base Bid Total
Liquid Aluminum Sulfate	Ton (wet)	845	\$216.30/wet ton	\$182,773.50 for 845 tons

Base Bid Total in writing: One hundred eighty two thousand, seven hundred seventy-three dollars and fifty cents for 845 tons

Optional Contract Extensions

Bid Price for Optional Year 2 Contract Extension: January 1, 2026 – December 31, 2026

Item	Unit	Estimated Quantity	Unit Price	Total
Liquid Aluminum Sulfate	Ton (wet)	845	NO BID	\$

SCHEDULE OF PRICES (CONT'D.)

Bid Price for Optional Year 3 Contract Extension: January 1, 2027 – December 31, 2027

Item	Unit	Estimated Quantity	Unit Price	Total
Liquid Aluminum Sulfate	Ton (wet)	845	NO BID	\$

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;
3. All other applicable federal, state, and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits are included in this Schedule of Prices; and
4. All costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions are included in this Schedule of Prices.

All claim or right to dispute or complain of any such estimated quantity, or to assert that there was any misunderstanding in regard to the nature or amount of any Unit Price Item to be provided or performed, or to claim any additional compensation by reason of the payment of any such tax, contribution, or premium or any such cost, royalty or fee is hereby waived and released.



Agenda Item No: 15

City Council Agenda Supplement

Meeting Date:

October 15, 2024

Item:

Bid Award – Snow & Ice Removal Services for Sidewalks

Staff Recommendation:

Motion to award the bid for Snow & Ice Removal Services for Sidewalks to the lowest responsible, responsive bidder, Ringers Services, Inc., and adopt a Resolution authorizing the City Manager to execute a contract for the 2024/2025 snow season with Ringers Services, Inc. in the submitted bid amounts with two (2) optional extensions.

Staff Contact:

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

Background:

The Public Works Department desires to contract with an outside vendor to ensure that during snow and ice events, the sidewalks surrounding the downtown parking lots, train depot, and the Municipal Complex are cleared of snow and ice, allowing Public Works crews to focus efforts on maintaining City streets.

Outsourcing these snow removal services is an important component of the Public Works Department's snow-fighting plan. The sidewalks surrounding the commuter parking lots, the train depot, and the Municipal Complex must be cleared early in the morning before commuter foot traffic picks up and City Hall opens for business. Outsourcing snow removal services for the sidewalks in these areas will allow uninterrupted plowing and salting of roadway routes to remain the Public Works Department's top priority, while still effectively managing snow and ice removal of sidewalks in these high-traffic areas.

The contract includes a base price for all snow removal services for the specified sidewalks for up to 45 inches of snow accumulation for the season. Each snow removal or de-icing event after 45 inches of accumulation will be paid at the bid price per service price. Due to the unpredictable nature of winter weather, a set base price for the snow season ensures that the contractor will be available for all winter storm events. The contract term extends from the execution of the contract through April 30, 2025.

On October 7, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for Snow Removal Services for Sidewalks. While staff solicited bids from multiple vendors, only one bid was received at the opening, and it was from Ringers Services, Inc. This company provided sidewalk snow removal services for the City last winter. The following is a breakdown of the bid:

Winter 2024/2025	Unit	Estimated Quantity	√ Ringers Services, Inc. Crystal Lake, IL	Total
Base Contract Price Snow and ice removal services for up to 45 inches of seasonal snow accumulation	Lump Sum	1	\$80,000.00	\$80,000.00
Additional Snow and Ice Removal Services Price per additional snow and ice removal service for seasonal snow accumulation beyond 45 inches of snow	Each	6	\$1,800.00	\$9,000.00
Grand Total	GRAND TOTAL:			\$89,000.00

√ Indicates the lowest responsible and responsive bidder

Optional Term Pricing	Optional Term 1 (2025/2026 Winter)	Optional Term 2 (2026/2027 Winter)
Base Contract Price - Snow and ice removal services for up to 45 inches of seasonal snow accumulation	\$83,000.00	\$85,000.00
Additional Snow and Ice Removal Services Price per additional snow and ice removal service for seasonal snow accumulation beyond 45 inches of snow	\$1,800.00	\$1,800.00

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is staff's recommendation to award the 2024/2025 season Snow & Ice Removal Services for Sidewalks bid to the lowest responsible, responsive bidder, Ringers Services, Inc., in the submitted bid amounts for the 2024/2025 season with the option to extend the contract up to two (2) additional terms. The City has previously worked with this vendor and has been satisfied with their services. Funds have been budgeted for these services.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is responsible for snow and ice control efforts including certain sidewalks around the Municipal Complex , train depot, and downtown commuter parking lots; and

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for Snow & Ice Removal Services for Sidewalks on October 7, 2024; and

WHEREAS the lowest responsive and responsible bidder is Ringers Services, Inc., Crystal Lake, IL.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Ringers Services, Inc. for Snow & Ice Removal Services for Sidewalks for the 2024/2025 snow season in the amounts bid with an option for up to two (2) contract extensions.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024

APPROVED: October 15, 2024

Draft

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE
SNOW AND ICE REMOVAL SERVICES FOR SIDEWALKS

BIDDER'S PROPOSAL

Full Name of Bidder Ringers Services, Inc ("Bidder")
Principal Office Address 2101 Route 176 Crystal Lake, IL 60014
Local Office Address same as above
Contact Person Erik J Ringstrand Telephone 847.989.5593
TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: Snow and Ice Removal Services for Sidewalks

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the **Snow and Ice Removal Services For Sidewalks**; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance

{00028684 2}

SCHEDULE OF PRICES

A. COMBINED LUMP SUM/UNIT PRICE CONTRACT

The Snow and Ice Removal Services for Sidewalks contract award criteria will consider the total of the Base Contract Price (up to 45 inches of snow), six additional Snow and Ice Removal Operations (greater than 45 inches of snow). All additional Snow and Ice Removal Applications after 45 inches of total snow for the season may be exercised at the City's discretion.

<p>Base Contract Price (A) For providing, performing, and completing all Work related to <i>Snow and Ice Removal Services for Sidewalks (<45 inches)</i> the total sum of:</p>				<p>\$ <u>80,000.00</u> lump sum</p>
Unit Price Item	Unit	Approximate Number of Units	Unit Price	<p>Extension (B) For providing, performing, and completing all Work related to <i>Snow and Ice Removal Services for Sidewalks (>45 inches)</i>, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:</p>
Snow and Ice Removal Services (> 45 inches of snow)	ea	6	\$ <u>1,800.00</u>	\$ <u>9,000.00</u>

GRAND TOTAL (A + B): Eighty Nine Thousand Dollars and zero Cents
 (in writing) (in writing)

\$89,000.00 Dollars and 00. Cents
 (in figures) (in figures)

Optional Term 2 – October 1, 2025 through April 30, 2026

SCHEDULE OF PRICES (CONT'D.)

<u>Optional Term 2 Contract Price</u> (up to 45 inches of snow)			\$ <u>83,000.00</u> lump sum	
Unit Price Item	Unit	Approximate Number of Units	Unit Price	Extension
Snow and Ice Removal Services (> 45 inches of snow)	ea	6	\$1,800.00	\$ 9,000.00

Optional Term 3 – October 1, 2026 through April 30, 2027

<u>Optional Term 3 Contract Price</u> (up to 45 inches of snow)			\$ <u>85,000.00</u> lump sum	
Unit Price Item	Unit	Approximate Number of Units	Unit Price	Extension
Snow and Ice Removal Services (> 45 inches of snow)	ea	6	\$ 1,800.00	\$ 9,000.00

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;
2. Owner is not subject to state or local sales, use and excise taxes and no such taxes are included in this Schedule of Prices;



Agenda Item No: 16

**City Council
Agenda Supplement**

Meeting Date:

October 15, 2024

Item:

Bid Award – On-Call Snow Removal Services for Parking Lots and Roadways

Staff Recommendation:

Motion to award the bid for supplemental, On-Call Snow Removal Services for Parking Lot and Roadways to the lowest responsible, responsive bidder, Snow Systems, Inc., and adopt a Resolution authorizing the City Manager to execute a contract for the 2024/2025 snow season with Snow Systems, Inc. in the submitted bid amounts, with four (4) optional extensions.

Staff Contact:

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

Background:

Annually, the City contracts with an outside vendor to ensure that during heavy snow and ice events, the downtown parking lots and streets can be cleared while public works crews concentrate on city streets. The contract also provides assurances that in major events, or emergencies, additional resources can be called upon to supplement City crews in clearing streets.

The outsourcing of these snowplowing services is an important component of the Public Works Department's snow-fighting plan. Many of the parking lots plowed are commuter lots and the window of opportunity for plowing these lots when no cars are present is the very early morning hours. By outsourcing this service during heavy snow events, uninterrupted plowing and salting of city streets can remain the Public Works Department's top priority, while still clearing snow from commuter and other City-owned parking lots and parking areas.

The contract includes a seasonal staging fee for vendor equipment (loaders with snow pushers) to ensure supplemental equipment is on site and available if needed. Due to the unpredictable nature of winter weather, the vendor's utilization will be event specific. Funds have been budgeted based on historical data and usage of the outside vendor. The contract extends from December through April.

On October 3, 2024 the City of Crystal Lake publicly opened and read aloud the bids received for On-Call Snow Removal Services for Parking Lot and Roadways. The bid results are summarized as follows:

On- Call Snow Removal Services for Parking Lots and Roadways			Base Term: November 15, 2024 through April 15, 2025					
			Snow Systems, Inc. ✓		Greve Construction, Inc.		Langton Group	
Item	Unit	Est Qty	Price	Total	Price	Total	Price	Total
Lump Sum Cost for Parking Lot Snow Removal & Salting	Price Per Call-Out Event	5	\$3,950.00	19,750.00	\$9,000.00	\$45,000.00	\$16,355.00	\$81,775.00
Hourly Rate for Roadway Snow Removal and Salting per Truck	Price Per Hour	60	\$225.00	13,500.00	\$250.00	\$15,000.00	\$300.00	\$18,000.00
Equipment Staging Fee	Per Season	1	\$50,000.00	50,000.00	\$33,000.00	\$33,000.00	\$93,000.00	\$93,000.00
Base Bid Total:			83,250.00		\$93,000.00		\$192,775.00	

✓ Indicates the lowest responsible and responsive bidder

On- Call Snow Removal Services for Parking Lots and Roadways			Optional Term 1 (Nov. 15, 2025 - April 15, 2026)					
			Snow Systems, Inc. ✓		Greve Construction, Inc.		Langton Group	
Item	Unit	Est Qty	Price	Total	Price	Total	Price	Total
Lump Sum Cost for Parking Lot Snow Removal & Salting	Price Per Call-Out Event	5	\$3,950.00	19,750.00	\$9,270.00	\$46,350.00	\$17,173.00	\$85,865.00
Hourly Rate for Roadway Snow Removal and Salting per Truck	Price Per Hour	60	\$225.00	13,500.00	\$260.00	\$15,600.00	\$315.00	\$18,900.00
Equipment Staging Fee	Per Season	1	\$50,000.00	50,000.00	\$33,990.00	\$33,990.00	\$97,650.00	\$97,650.00
Base Bid Total:			83,250.00		\$95,940.00		\$202,415.00	

On- Call Snow Removal Services for Parking Lots and Roadways			Optional Term 2 (Nov. 15, 2026 - April 15, 2027)					
			Snow Systems, Inc. ✓		Greve Construction, Inc.		Langton Group	
Item	Unit	Est Qty	Price	Total	Price	Total	Price	Total
Lump Sum Cost for Parking Lot Snow Removal & Salting	Price Per Call-Out Event	5	\$3,950.00	19,750.00	9,550.00	\$47,750.00	18,032.00	\$90,160.00
Hourly Rate for Roadway Snow Removal and Salting per Truck	Price Per Hour	60	\$225.00	13,500.00	270.00	\$16,200.00	331.00	\$19,860.00
Equipment Staging Fee	Per Season	1	\$50,000.00	50,000.00	35,000.00	\$35,000.00	102,533.00	\$102,533.00
Base Bid Total:			83,250.00		\$98,950.00		\$212,553.00	

On- Call Snow Removal Services for Parking Lots and Roadways			Optional Term 3 (Nov. 15, 2027 - April 15, 2028)					
			Snow Systems, Inc. ✓		Greve Construction, Inc.		Langton Group	
Item	Unit	Est Qty	Price	Total	Price	Total	Price	Total
Lump Sum Cost for Parking Lot Snow Removal & Salting	Price Per Call-Out Event	5	\$3,950.00	19,750.00	9,850.00	\$49,250.00	18,934.00	\$94,670.00
Hourly Rate for Roadway Snow Removal and Salting per Truck	Price Per Hour	60	\$225.00	13,500.00	280.00	\$16,800.00	348.00	\$20,880.00
Equipment Staging Fee	Per Season	1	\$50,000.00	50,000.00	36,000.00	\$36,000.00	107,660.00	\$107,660.00
Base Bid Total:			83,250.00		\$102,050.00		\$223,210.00	

On- Call Snow Removal Services for Parking Lots and Roadways			Optional Term 4 (Nov. 15, 2028 - April 15, 2029)					
			Snow Systems, Inc. ✓		Greve Construction, Inc.		Langton Group	
Item	Unit	Est Qty	Price	Total	Price	Total	Price	Total
Lump Sum Cost for Parking Lot Snow Removal & Salting	Price Per Call-Out Event	5	\$3,950.00	19,750.00	10,150.00	\$50,750.00	19,881.00	\$99,405.00
Hourly Rate for Roadway Snow Removal and Salting per Truck	Price Per Hour	60	\$225.00	13,500.00	290.00	\$17,400.00	365.00	\$21,900.00
Equipment Staging Fee	Per Season	1	\$50,000.00	50,000.00	37,100.00	\$37,100.00	113,043.00	\$113,043.00
Base Bid Total:			83,250.00		\$105,250.00		\$234,348.00	

Snow removal services are labor intensive during the snow season. The cost of contracting out these services for a few months is less than hiring multiple, full time year round City staff and renting additional equipment to duplicate the contracted services. Therefore, contracting supplemental snow and ice control services is the most cost-effective option.

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. It is staff's recommendation to award the 2024/2025 season On-Call Snow Removal Services For Parking Lots and Roadways bid to the lowest responsible, responsive bidder, Snow Systems, Inc., in the submitted bid amounts for 2024/2025 season with the option to extend the contract up to four (4) additional terms. City staff have checked the vendor's references. Funds are annually budgeted for these services.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE is responsible for snow and ice control efforts and, at times, supplemental services are needed; and

WHEREAS the CITY OF CRYSTAL LAKE received and publicly opened bids for On-Call Snow Removal Services For Parking Lots and Roadways on October 3, 2024; and

WHEREAS the lowest responsive and responsible bidder is Snow Systems, Inc., Wheeling, IL.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and Snow Systems, Inc. for On-Call Snow Removal Services for Parking Lots and Roadways for the 2024/2025 snow season in the amounts bid with an option for up to four (4) contract extensions.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024

APPROVED: October 15, 2024

Draft

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE

ON-CALL SNOW REMOVAL SERVICES FOR PARKING LOTS AND ROADWAYS

BIDDER'S PROPOSAL

Full Name of Bidder Snow Systems ("Bidder")

Principal Office Address 600 N Wolf Ct. Wheeling, IL 60090

Local Office Address 600 N Wolf Ct. Wheeling, IL 60090

Contact Person Stacey Hinson Telephone 847-947-1502

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: Michael Wisinski – Public Works Manager
**SEALED BID: ON-CALL SNOW REMOVAL SERVICES FOR
PARKING LOTS AND ROADWAYS**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

I. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the *On-Call Snow Removal Services For Parking Lots And Roadways*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the

{00028684 2}

PROPOSAL

SCHEDULE OF PRICES

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

BASE TERM: November 15, 2024 – April 15, 2025

Item	Unit	Price	Estimated Quantities	Extension
Lump Sum Cost for Parking Lot Snow Removal and Salting	Price Per Call-out Event	\$ 3,950	5	\$ 19,750
Hourly Rate for Roadway Snow Removal and Salting per Truck (Minimum 5YD Truck w/min. 10' plow and salting equipment)	Price per Hour	\$ 225	60	\$ 13,500
Equipment Staging Fee	Per Season	\$ 50,000	1	\$ 50,000
(BID AWARD CRITERIA) TOTAL BASE CONTRACT PRICE:				\$83,250

Total Base Contract Price: Eighty three thousand two hundred fifty Dollars and _____ Cents
(in writing) (in writing)

The On-Call Snow Removal Services for Parking Lots and Roadways contract bid award will consider the Bid Award Criteria Total. Optional years may be exercised at the City's discretion.

{00028684 2}

PROPOSAL

SCHEDULE OF PRICES (CONT'D.)

Optional Term 1: November 15, 2025 – April 15, 2026

Item	Unit	Price	Estimated Quantities	Extension
Lump Sum Cost for Parking Lot Snow Removal and Salting	Price Per Call-out Event	\$ 3,950	5	\$19,750
Hourly Rate for Roadway Snow Removal and Salting per Truck (Minimum 5YD Truck w/min. 10' plow and salting equipment)	Price per Hour	\$ 225	60	\$ 13,500
Equipment Staging Fee	Per Season	\$ 50,000	1	\$ 50,000
TOTAL:				83,250

Optional Term 2: November 15, 2026 – April 15, 2027

Item	Unit	Price	Estimated Quantities	Extension
Lump Sum Cost for Parking Lot Snow Removal and Salting	Price Per Call-out Event	\$ 3,950	5	\$ 19,750
Hourly Rate for Roadway Snow Removal and Salting per Truck (Minimum 5YD Truck w/min. 10' plow and salting equipment)	Price per Hour	\$ 225	60	\$ 13,500
Equipment Staging Fee	Per Season	\$ 50,000	1	\$ 50,000
TOTAL:				83,250



Agenda Item No: 17

City Council Agenda Supplement

Meeting Date:

October 15, 2024

Item:

Bid Award – City Hall Fleet Garage and Sally Port HVAC Improvements

Staff Recommendation:

Motion to award the bid for the City Hall Fleet Garage and Sally Port Heating, Ventilation and Air Conditioning (HVAC) project to the lowest responsive and responsible bidder, C. Acitelli Heating & Piping Contractors, Inc., and adopt a Resolution authorizing the City Manager to execute a contract with C. Acitelli Heating & Piping Contractors, Inc. in the amount of \$453,500.00, execute change orders for up to 10% of the contract amount, and approve warranted completion date change orders relating to the contract

Staff Contact:

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

Background:

The City of Crystal Lake's Municipal Complex uses multiple HVAC systems to heat and cool different areas of the complex. The furnace that heats the Fleet Division's garage, where maintenance is performed on all City-owned vehicles and equipment, has failed and requires replacement. The current furnace, which is ceiling-mounted and requires an aerial lift for maintenance, will be replaced with a rooftop unit, allowing for safer access during maintenance.

The Police Department's sally port is a small locked carport where police vehicles can be securely loaded and unloaded. This space is currently heated by a forced air unit. The sally port heating will be upgraded to include infrared heaters, which will provide radiant heat ensuring the sally port remains at an appropriate temperature even during particularly cold winter temperatures.

On September 30, 2024, staff publicly opened and read aloud bids received for the City Hall Fleet Garage and Sally Port HVAC Improvements project. Five bids were received for this project, one of which was withdrawn after the bid opening. The fifth bid was allowed to be withdrawn at the recommendation of Wold Architects and Engineers, the firm that provides

contracted Architectural and Engineering Services to the City, and with the approval of City Staff. The breakdown of the responsive bids is as follows:

Bidder	Base Bid Fleet Garage HVAC	Alternate No.1 Sallyport Heating	Total Bid
C. Acitelli Heating & Piping Contractors, Inc. ✓	\$428,000.00	\$25,500.00	\$453,500.00
Voris Mechanical, Inc.	\$511,100.00	\$28,600.00	\$539,700.00
MG Mechanical Contracting, Inc.	\$522,000.00	\$45,000.00	\$567,000.00
Helm Mechanical	\$558,000.00	\$36,000.00	\$594,000.00

✓ Indicates recommended lowest responsible bidder

Recommendation:

The Public Works Department has reviewed all bids received for completeness and accuracy, in accordance with the invitation to bid document. Based on this assessment, City staff recommends awarding the City Hall Fleet Garage and Sally Port HVAC Improvements contract to the lowest responsive and responsible bidder, C. Acitelli Heating & Piping Contractors, Inc., in the amount of \$453,500.00.

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

Staff and the City’s consultant, Wold Architects and Engineers, have reviewed the bid submitted by C. Acitelli Heating & Piping Contractors, Inc. and found that they meet all of the City’s requirements. The City has worked previously with C. Acitelli Heating & Piping Contractors, Inc. and been satisfied with their work. Funds have been requested for this project in the 2025 fiscal year budget for this work.

Votes Required to Pass:

Simple Majority



RESOLUTION

WHEREAS the CITY has identified the need to replace the non-functioning heating system in the Public Works Fleets Division garage and improve the heating systems within the Police Department sally port, both of which are located within the Municipal Complex at 100 W. Woodstock St.; and

WHEREAS the CITY received and publicly opened bids for the City Hall Fleet Garage and Sally Port Heating Ventilation and Air Conditioning (HVAC) project on September 30, 2024; and

WHEREAS the lowest responsive and responsible bidder is C. Acitelli Heating & Piping Contractors, Inc., Villa Park, Illinois.

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

BE IT FURTHER RESOLVED that the City Manager is authorized to execute a contract between the CITY OF CRYSTAL LAKE and C. Acitelli Heating & Piping Contractors, Inc. for the City Hall Fleet Garage and Sally Port HVAC Improvements project in the amount of \$453,500.00; and

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

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024

APPROVED: October 15, 2024

Draft

THE CITY OF CRYSTAL LAKE
CONTRACT FOR THE CONSTRUCTION OF
CITY HALL FLEET GARAGE AND SALLYPORT HVAC IMPROVEMENTS

BIDDER'S PROPOSAL

Full Name of Bidder C. Acitelli Heating & Piping Contractors, Inc. ("Bidder")

Principal Office Address 813 S Villa Avenue, Villa Park, IL 60181

Local Office Address _____

Contact Person Charlie Acitelli Telephone 630-832-4645

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60045

Attention: *Michael Wisinski – Public Works Manager*
SEALED BID: City Hall Fleet Garage and Sallyport HVAC Improvements

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. 1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the *City Hall Fleet Garage and Sallyport HVAC Improvements*; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies

{00028684 2}

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

The City Hall Fleet Garage and Sallyport HVAC Improvements contract award criteria will consider the Base Bid price. Alternate #1 may be exercised at the City's discretion.

For providing, performing, and completing all Work, the total Contract Price of:

Separate Price per Area

Base Bid – City Hall Fleet Garage HVAC Improvements

Four hundred twenty eight thousand (in writing)	Dollars and	No (in writing)	Cents
\$428,00 (in figures)	Dollars and	00 (in figures)	Cents

Alternate #1 – Sallyport HVAC Improvements

Twenty five thousand five hundred (in writing)	Dollars and	No (in writing)	Cents
\$25,500 (in figures)	Dollars and	00 (in figures)	Cents

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

1. The approximate quantities set forth in this Schedule of Prices for each Unit Price Item are Owner's estimate only, that Owner reserves the right to increase or decrease such quantities, and that payment for each Unit Price Item shall be made only on the actual number of acceptable units of such Unit Price Item installed complete in place, measured on the basis defined in the Contract;



October 3, 2024

Mike Magnuson, Director of Public Works
City of Crystal Lake
100 West Woodstock Street
Crystal Lake, Illinois 60014

Re: City of Crystal Lake
City Hall Fleet Garage and Sallyport HVAC Improvements
Commission No. 243070

Dear Mike:

We recommend the following be presented to the City Council.

On Monday, September 30, 2024, at 10:30 a.m., bids were received from five (5) contractors for the Fleet Garage and Sallyport HVAC Improvements project at City Hall. A bid tabulation is attached for your review. Amber Mechanical, Inc. from Alsip, Illinois submitted the low base bid in the amount of \$418,000.00.

Amber Mechanical, Inc. has informed us that they discovered an error in their bid and have requested the City allow them to withdraw their bid and have their bid bond returned per the attached letter. We believe it is in the best interest of the City to allow them to pull their bid from consideration for award.

The next low bidder is C. Acitelli Heating and Piping Contractors, Inc. of Villa Park, Illinois with a base bid amount of \$428,000.00, with the acceptance of alternates as follows:

Alternate No. 1 – Sallyport Heating **Add \$25,500.00**
This alternate adds radiant heating equipment to the Police Department Sallyport.
Recommendation: Accept this Alternate

Our recommendation for award is to allow Amber Mechanical, Inc. to remove their bid from consideration and return their bid bond. We also recommend awarding the contract to C. Acitelli Heating and Piping Contractors, Inc. in the total contract amount of \$453,500.00

Sincerely,

Wold Architects and Engineers

Matt Verdun | PE, LEED AP
Associate

Enclosures

cc: Matt Farmer, Crystal Lake
Tim Spencer, Crystal Lake
Matt Bickel, Wold
Kirsta Ehmke, Wold
Jill Prigge, Wold

KA/GOV-IL-CITY-Crystal Lake/City Hall/243070/
Admin/Letters/2024.10.03 Letter to Mike Magnuson

Wold Architects and Engineers
220 North Smith Street, Suite 310
Palatine, IL 60067
woldae.com | 847 241 6100

**PLANNERS
ARCHITECTS
ENGINEERS**



Project Name: City of Crystal Lake
City Hall Fleet Garage & Sallyport HVAC Improvement
 Commission No.: 243070
 Date: Monday, September 30, 2024
 Time: 10:30 AM

BID TABULATION

Wold Architects and Engineers
 220 North Smith Street, Suite 310
 Palatine, Illinois 60067
 Phone: (847) 241-6100 Fax: (847) 241-6105

Bidders Name	Addendum Numbers	Bid Security	Base Bid	Alternate No. 1 Sallyport Heating	Remarks
C. Acitelli Heating & Piping Contr., Inc. 613 South Villa Avenue Villa Park, Illinois 60181 P: (630) 832-4645 F: (630) 832-4651	Y	Y	\$428,000.00	\$25,500.00	
Amber Mechanical Contractors, Inc. 11950 South Central Avenue Alsip, Illinois 60803 P: (800) 592-6237 F: -	Y	Y	\$418,000.00	\$54,000.00	- Contractor has requested their bid be withdrawn due to bid error.
Helm Group (Mechanical Inc.) 900 Oakmont Lane, Suite 200 Westmont, Illinois 60559 P: (630) 891-3400 F: (708) 449-0378	Y	Y	\$588,000.00	\$36,000.00	
M.G. Mechanical Contracting, Inc. 1513 Lamb Road Woodstock, Illinois 60096 P: (815) 334-9450 F: (815) 334-9453	Y	Y	\$522,000.00	\$45,000.00	
Voris Mechanical, Inc. P.O. Box 5488, 370 Windy Point Drive Glendale Heights, Illinois 60139 P: (630) 469-7800 F: (630) 469-7911	Y	Y	\$511,100.00	\$28,600.00	



AMBER MECHANICAL CONTRACTORS, INC.

11950 S. CENTRAL AVE.
ALSIP, IL 60803-3402
PHONE: 708-597-9700
FAX: 708-597-5875

Bid Withdraw Letter

Re: CRYSTAL LAKE CITY HALL GARAGE & SALLYPORT HVAC
To: City of Crystal Lake / Wold AE
Date: 10-1-2024

Hello,
The reason for this letter is to notify the owner & AE team of a bid error.

Amber Mechanical had used on of the listed Make Up Air Unit Manufacturers, "Greenheck", as seen in Spec Section 23 73 33 – 2, 2.01 MANUFACTURERS:

Engineered Air.
Greenheck.
Modine Mfg. Co.; Comm
Reznor-Thomas & Betts C
Titan Air Incorporated.
Trane Company (The); U

Hours after this bid was due, the Greenheck Manufactures rep pulled their bid due to design criteria not being meet.

And Trane (the original basis of design), pulled their quote as well for similar reasons....

Also, we did not get the quote for the revised basis of design (Titan) from G&P in time:



Mon 9/30/2024 2:34 PM

Customer Service <csr@gunnpegelow.com>

RE: CRYSTAL LAKE CITY HALL GARAGE & SALLYPORT HVAC

To: Kevin McLaughlin; Dan Popp; James Major

[Bing Maps](#)

[Action Items](#)

[+ Get more a](#)

Hello James,

We are looking into this one and our team will get back to you as soon as we have more information for you.

Gunn&Pegelow

Marion Selvy | Distribution Sales Coordinator/CSR Lead

847-573-7030 ext. 105 office main
28045 N. Ashley Cir., Suite 106
Libertyville, IL 60048

On Sep 30, 2024 at 1:15 PM -0500, James Major <jmajor@ambermech.com>, wrote:

We had your estimating email in our system, so you are getting our lists – why were we not on the list for this one?

Now, the 'Titan' cost we got LATE was more than double (+\$100,000) compared to Greenheck & Trane cost we used at the time of bid. So, if 'Titan' is only one of the listed manufactures that can truly meet design intent, we would need to unfortunately withdraw our bid due to the vast difference in cost increase...

I have done this every day for a living for the last 22 years and take this position very seriously.

I can provide references if needed to speak to our integrity & loyal service to this industry. (Amber Mechanical, est 1959).

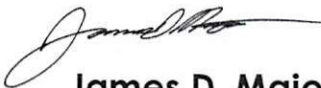
We apologize for this. Please know that we had the best intentions of giving the owner & AE team the best, and lowest price per specifications the morning of this bid!

I can speak to Value Engineering options if budgets are still a concern if needed.

We humbly request that our bid bond does not get pulled.

Please contact me with any questions & confirm that you will send our bid bond back.

Respectfully Submitted,



James D. Major
Chief Project Estimator
AMBER MECHANICAL CONTRACTORS, INC.
11950 S. CENTRAL AVE.
ALSIP, IL 60803-3402
Phone: 708-597-9700 x:244
Cell: 708-351-0447
jmajor@ambermech.com



Agenda Item No: 18

City Council Agenda Supplement

Meeting Date:

October 15, 2024

Item:

Fire Rescue Automatic Aid Agreement

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute an agreement with the McHenry Township Fire Protection District for automatic aid at structure fires.

Staff Contact:

Craig Snyder, Fire Rescue Chief

Background:

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

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

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

The Crystal Lake Fire Rescue Department is looking to update the automatic aid agreement with the McHenry Township Fire Protection District (MTFPD). The previous agreement with MTFPD assigned specific units to designated locations. The revised agreement specifies available apparatus and their designated response locations.

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

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

Recommendation:

Approve a motion to authorize the City Manager to enter into an agreement with the McHenry Township Fire Protection District for the purpose of providing automatic aid.

Votes Required to Pass:

Simple Majority



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City Manager be and he is hereby authorized and directed to execute the agreement between the City of Crystal Lake and McHenry Township Fire Protection District for automatic aid.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____

Haig Haleblian, MAYOR

SEAL

ATTEST

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024



MCHENRY TOWNSHIP FIRE PROTECTION DISTRICT

FIRE AND RESCUE SERVICES

3610 West Elm Street • McHenry, Illinois 60050

(815) 385-0075 • FAX (815) 385-9419

www.mtffd.org

August 1, 2024

Trustees

Allen R. Miller, President

Robert J. Meyer, Secretary

Christopher J. Bennett, Treasurer

Joseph Doherty, Trustee

Kurt Rodewald, Trustee

Commissioners

Anthony T. Huemann, Chairman

Francis 'Jack' Stanaszek, Secretary

Ron Waytula

Chief

Rudy Horist

Craig Snyder
Fire Chief
Crystal Lake Fire Rescue Department
100 West Woodstock Street
Crystal Lake, IL 60014

Dear Chief Snyder,

I hope this letter finds you well. The McHenry Township Fire Protection District (MTFPD) is updating our MABAS Box Cards to include a Working Fire response. I am writing to formally request a revision to our existing automatic aid agreement.

Specifically, the MTFPD seeks automatic aid from Crystal Lake Fire Rescue Department for a Working Fire response on the following Box Cards:

- 5-1242 – Engine change of quarters to Station 1
- 5-1244 – Engine change of quarters to Station 1
- 5-1272 – Engine change of quarters to Station 1
- 5-1274 - Engine change of quarters to Station 1
- 5-1280 - Engine change of quarters to Station 1

In return, the MTFPD remains committed to providing automatic aid to the Crystal Lake Fire Rescue Department for structure fires, deploying the following apparatus:

- RIT Engine to the scene

The updated agreement, which differs from previous versions by listing available apparatus rather than assigning specific units to designated locations, is attached to this correspondence. This accompanying letter will, therefore, specify the apparatus due and their designated response locations.

These adjustments will enhance our operational effectiveness in responding to structure fires. If you agree to this proposal, we will draft an agreement for review and approval by both of our respective Board of Trustees.

Thank you for considering this request. I look forward to your response.

Sincerely,

A handwritten signature in black ink, appearing to read "Rudy Horist", written over a white background.

Rudy Horist
Fire Chief

Station One
3610 W. Elm Street
McHenry, IL 60050

Station Two
3710 N. Johnsburg Road
Johnsburg, IL 60051

Station Three
809 Rand Road
Lakemoor, IL 60051

Station Four
6300 Dartmoor Drive
McHenry, IL 60050

Station Five
3705 Ringwood Road
Ringwood, IL 60072

AUTOMATIC FIRE MUTUAL AID AGREEMENT
BETWEEN THE McHENRY TOWNSHIP FIRE PROTECTION DISTRICT
AND THE CITY OF CRYSTAL LAKE

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

WHEREAS, the McHENRY TOWNSHIP FIRE PROTECTION DISTRICT (hereinafter “MTFPD”) provides fire, rescue, emergency ambulance and other related services in the MCHENRY TOWNSHIP FIRE PROTECTION DISTRICT; and

WHEREAS, the CITY OF CRYSTAL LAKE (hereinafter “CRYSTAL LAKE”) provides fire, rescue, emergency ambulance and other related services in the CITY OF CRYSTAL LAKE; and

WHEREAS, in accordance with the Mutual Aid Box Alarm System (MABAS) Agreement, MTFPD and CRYSTAL LAKE agree to provide automatic aid to each other in response to structure fires and activated fire alarms (AFA) with smoke reported in the building (hereinafter, collectively referred to as “Fire Incidents”).

IT IS, THEREFORE, AGREED BETWEEN THE PARTIES as follows:

Section I: Definitions.

1. **Automatic Aid.** Automatic Aid is the provision of Services (as hereinafter described) by a Requesting Agency to a Responding Agency to a Fire Incident at a precise address within the Response Area of the Requesting Agency.
2. **Requesting Agency.** A Requesting Agency is the agency requesting Automatic Aid from a Responding Agency to a Fire Incident within the Response Area of the Requesting Agency.
3. **Responding Agency.** A Responding Agency is the agency responding to the request

for Automatic Aid from the Requesting Agency to a Fire Incident within the Response Area of the Requesting Agency.

4. **Response Area - CRYSTAL LAKE.** The area for which Automatic Aid is to be provided by MTFPD to CRYSTAL LAKE shall be the all areas within the corporate limits of the City Crystal Lake and such areas for which Crystal Lake provides fire, rescue and emergency services pursuant to contractual agreements.
5. **Response Area – MTFPD.** The area for which Automatic Aid is to be provided by CRYSTAL LAKE to MTFPD all areas within the jurisdictional limits of the MTFPD

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

1. **Automatic Aid to be Provided by CRYSTAL LAKE:** Subject to the limitations set forth herein, CRYSTAL LAKE shall provide the response of the following apparatus from CRYSTAL LAKE (hereinafter collectively referred to as “Equipment and Personnel”), when requested, in response to Fire Incidents within the Response Area of the MTFPD:
 - a. **Engine**
 - b. **Tender**
 - c. **Truck**
 - d. **Ambulance**
2. The specific apparatus which will be provided shall be dependent upon the apparatus requested by MTFPD for response to a Fire Incident and the availability of such apparatus at the time of such request.
3. **Automatic Aid to be Provided by MTFPD to CRYSTAL LAKE:** Subject to the limitations set forth herein, MTFPD shall provide the response of the following apparatus from MTFPD (hereinafter collectively referred to as “Equipment and Personnel”), when

requested, in response to Fire Incidents within the Response Area of CRYSTAL LAKE:

- a. Engine**
- b. Tender**
- c. Truck**
- d. Ambulance**

The specific apparatus which will be provided shall be dependent upon the apparatus requested by Crystal Lake for response to a Fire Incident and the availability of such apparatus at the time of such request.

Section III: General Provisions.

1. The Requesting Agency shall contact the Responding Agency's dispatch center to request Automatic Aid within the Response Area of the Requesting Agency. The request for Automatic Aid shall provide details of the assistance being requested and the precise location of the Fire Incident.

- The dispatch center to be contacted for requests for assistance from MTFPD is NERCOMM.
- The dispatch center to be contacted for requests for assistance from CRYSTAL LAKE is SEECOM.

2. The Responding Agency's dispatch center shall complete the dispatch by indicating that the Responding Agency's department is due with certain Equipment and Personnel, as the case may be, at the location of the Incident. For Example, "MTFPD you have a structure fire at _____, CRYSTAL LAKE you are due with a _____." Requesting Agency shall advise the Responding Agency's dispatch center whether the Equipment and Personnel shall report to the fire station within the Requesting Agency's Response Area or to the scene of the Fire Incident.

3. Communications shall be on the Requesting Agency's radio frequency

unless the incident has escalated and MABAS is being utilized whereby IFERN shall be used for communications.

4. Subject to the limitations set forth herein, the Equipment and Personnel responding on behalf of a Responding Agency shall include the appropriate number of qualified personnel on board to staff the particular type of apparatus being requested.

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

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

7. Each party shall provide radio frequencies for apparatus-to apparatus communications and fire ground communications while operating at the Fire Incident.

8. Each party agrees to provide and participate in joint training exercises in furtherance of this Agreement.

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

10. Units responding to an Automatic Aid request shall not be redirected or "called off"

unless and until released by the Requesting Agency.

11. Maps of each Response Area for each party shall be provided to the other party at time of this Agreement. Each party to this Agreement shall provide the other party hereto with department maps as needed, and where there is a change in the response area.

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

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

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

governmental unit.

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

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

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

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

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

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

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

Section XI: Governing Law. This Agreement shall be governed, interpreted and

construed in accordance with the laws of the State of Illinois.

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

Approved this _____ of _____, 2024.

MCHENRY TOWNSHIP FIRE PROTECTION DISTRICT

BY: _____
PRESIDENT

ATTEST:

Approved this _____ day of _____, 2024.

CITY OF CRYSTAL LAKE

By: _____
CITY MANAGER

ATTEST:



Agenda Item No: 19

City Council Agenda Supplement

Meeting Date:

October 15, 2024

Item:

Bid Award – Fire Rescue Department Washer Extractors

Staff Recommendation:

Motion to adopt a Resolution authorizing the City Manager to execute a contract with Air One Equipment, Inc. for the purchase and installation of three (3) Fire Rescue Department Washer Extractors in the submitted bid amount of \$32,700.00

Staff Contact:

Craig Snyder, Chief of Fire Rescue

Background:

The Fire Rescue Department utilizes commercial grade washer extractors to clean and remove harmful chemicals from turnout gear after a fire. Efficient washer extractors are critical to preserving the quality of turnout gear and protecting the health of the City's firefighters. The City utilizes three washer extractors, one at each of the City's three fire stations. The existing equipment has reached the end of its useful life and is in need of replacement. Therefore, the City budgeted funds in the current fiscal year for the replacement of the extractors.

Staff followed the City's procurement policies and advertised a bid in the newspaper and on QuestCDN, a web-based bid solicitation service. The scope of work required in the bid specifications include the purchase, delivery, and installation of three commercial grade washer extractors. On October 3, 2024, four sealed bids were received. The breakdown of the submitted pricing is as follows:

<i>Vendor</i>	<i>Bid Price</i>
Air One Equipment, Inc. ✓	\$32,700.00
WS Darley & Co.	\$35,066.00
Haiges Machinery, Inc.	\$37,000.00
Equipment International, Ltd.*	\$30,785.00 (Bid Disqualified)
Alliance Laundry Systems**	\$34,838.68 (Bid Rejected)

✓Lowest responsive, responsible, and qualified bidder.

*The Equipment International bid did not include installation of the self-dispensing chemical units for the products and is disqualified in accordance with the bid specifications.

**Alliance Laundry Systems did not properly submit their bid in a sealed envelope. The bid was emailed to the City, and therefore, is rejected in accordance with the bid specifications.

Staff reviewed the bids for completeness and accuracy in accordance with the bid specifications. The bid from Air One Equipment, Inc. is for a 35-pound capacity extractor with self-dispensing chemical components, which will meet the equipment needs of the City. The bid price includes the purchase and installation of the new washer extractors and removal of the existing equipment.

Recommendation:

The City has reviewed all bids received for completeness and accuracy in accordance with the invitation to bid document. Air One Equipment, Inc. has submitted the lowest responsive and responsible bid per the specifications stated in the bid document. It is the recommendation of staff to award the contract to the lowest responsive, responsible bidder, Air One Equipment, Inc.

Sufficient funding for the washer extractors purchase has been planned for and is included in the Fiscal Year 2024B budget.

Votes Required to Pass:

Simple majority



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE Fire Rescue Department utilizes three commercial grade washer extractors which have reached the end of their useful life and are in need of replacement; and

WHEREAS the CITY received and publicly opened bids for the purchase and installation of three commercial grade washer extractors; and

WHEREAS the lowest responsive and responsible bidder is Air One Equipment, 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 purchase agreement between the CITY OF CRYSTAL LAKE and Air One Equipment, Inc. in the amount of \$32,700.00 for the purchase, delivery, and installation of three (3) commercial grade washer extractors.

DATED this 15th day of October, 2024

CITY OF CRYSTAL LAKE, an
Illinois municipal corporation,

By: _____
Haig Haleblan, MAYOR

SEAL
ATTEST

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE PURCHASE OF THREE FIRE RESCUE DEPARTMENT
COMMERCIAL GRADE WASHER EXTRACTORS

BIDDER'S PROPOSAL

Full Name of Bidder Air One Equipment, Inc. ("Bidder")

Principal Office Address 360 Production Drive, South Elgin, IL, 60177

Local Office Address _____

Contact Person Martin Svihra Telephone 847-289-9000

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Attention: *Nick Hammonds, Deputy City Manager*

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the purchase and delivery of three commercial grade washer extractors; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide,

{00028684 2}

PROPOSAL

perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Specifications

The City of Crystal Lake's Fire Rescue Department is seeking bids for the purchase of three (3) commercial grade washer extractors. The specifications for the product are as follows:

- A. The washer extractors shall be approximately 35 to 40 pounds.
- B. The City is requesting a hard mounted product.
- C. Self-dispensing chemicals for regular laundry, turnout gear (both shells and liners), and bio-hazard laundry (blood, bodily fluids).
- D. 208-220v AC electrical (the City has different voltages at different stations).
- E. Delivery and Installation within 45 days of contract approval, unless approved by both parties to extend the timeframe due to manufacturing constraints.
- F. The awarded proposer shall be responsible for removal of old equipment.
- G. The City requests the proposer to include base, if needed.
- H. The product must meet NFPA 1851 compliance.

3. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section ___ of the Contract, take in full payment for all Work and other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

PROPOSAL

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

Thirty Two Thousand Seven Hundred dollars Dollars and Zero Cents
(in writing) (in writing)



360 Production Drive
 South Elgin, IL 60177
 Phone: 847-289-9000
 Fax: 847-289-9001
 Email: airone@aoe.net

QUOTATION

VALID FOR 30 DAYS.

Date	Quote #
9/27/2024	38191

Sold To
CRYSTAL LAKE FIRE DEPT. P. O. BOX 597 CRYSTAL LAKE, IL 60039-0597

Ship To
CRYSTAL LAKE FIRE DEPARTMENT NICK HAMMONDS 100 W. WOODSTOCK ST. CRYSTAL LAKE, IL 60014

PLEASE DO NOT PAY OFF OF THIS QUOTE. A FINAL INVOICE WILL BE SENT ONCE ORDER IS COMPLETE.	Quoted By	P.O. No.	Terms	Salesman
			Net 45	MP
Item	Description	Qty	Cost	Amount
CACHMHD-35	CIRCL-AIR CORP: 35LB HEAVY DUTY HARD MOUNT EXTRACTOR	3	10,900.00	32,700.00
XMISC	Circul-Air 6" Base for Circul-Air Heavy Duty Hard Mount 35 lb Extractor	3	0.00	0.00
SEKO-2	CIRCULOAIR CORP: SEKO DOSING PUMP - TWO LINE PUMP ***FREE WITH PURCHASE***	3	0.00	0.00
XMISC	CitroSqueeze 1 Gallon container This Gallon bottle of CitroSqueeze is part of the complete "FIRE PACKAGE" system Getting you up and cleaning gear comopliant with NFPA ***FREE WITH PURCHASE***	3	0.00	0.00

Shipping charges are added when invoiced unless otherwise noted. At present, all quoted shipping/lead times are non-binding estimates only.

3% PROCESSING FEE FOR CREDIT CARD PAYMENTS OVER \$500

Effective Jan 1, 2021, all returns after 30 days of delivery will incur a 20% restocking fee. Items ordered in connection with natural disasters, pandemic or like situations cannot be returned and orders for such items cannot be cancelled after 10 days of Seller's receipt.

Subtotal	\$32,700.00
Sales Tax (0.0%)	\$0.00

DO NOT PAY- INVOICE TO FOLLOW	
Total	\$32,700.00

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE PURCHASE OF THREE FIRE RESCUE DEPARTMENT
COMMERCIAL GRADE WASHER EXTRACTORS

BIDDER'S PROPOSAL

Full Name of Bidder: W.S. Darley & Co. ("Bidder")

Principal Office Address: 325 Spring Lake Dr, Itasca, IL 60143-2072

Local Office Address: 325 Spring Lake Dr, Itasca, IL 60143-2072

Contact Person: Mike Burke Telephone: (708) 273-6915

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Attention: *Nick Hammonds, Deputy City Manager*

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the purchase and delivery of three commercial grade washer extractors; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide,

{00028684 2}

PROPOSAL

perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto.

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2. Specifications

The City of Crystal Lake's Fire Rescue Department is seeking bids for the purchase of three (3) commercial grade washer extractors. The specifications for the product are as follows:

- A. The washer extractors shall be approximately 35 to 40 pounds.
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- C. Self-dispensing chemicals for regular laundry, turnout gear (both shells and liners), and bio-hazard laundry (blood, bodily fluids).
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- E. Delivery and Installation within 45 days of contract approval, unless approved by both parties to extend the timeframe due to manufacturing constraints.
- F. The awarded proposer shall be responsible for removal of old equipment.
- G. The City requests the proposer to include base, if needed.
- H. The product must meet NFPA 1851 compliance.

3. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section ___ of the Contract, take in full payment for all Work and other matters set forth under Section I above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE PURCHASE OF THREE FIRE RESCUE DEPARTMENT
COMMERCIAL GRADE WASHER EXTRACTORS

BIDDER'S PROPOSAL

Full Name of Bidder Equipment International Ltd ("Bidder")

Principal Office Address 8778 Ferris Ave Morton Grove, IL 60053

Local Office Address 8778 Ferris Ave Morton Grove, IL 60053

Contact Person Janine Witko Telephone (847)679-2211

TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Attention: *Nick Hammonds, Deputy City Manager*

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. NONE, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

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{00028684 2}

PROPOSAL

perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

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3. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in Section ___ of the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT


For providing, performing, and completing all Work, the total Contract Price of:

Thirty Thousand Seven Hundred Eighty Five Dollars and Zero Cents
(in writing) (in writing)

PROPOSAL
September 18, 2024

City of Crystal Lake
100 W Woodstock Street
Crystal Lake, IL 60014
Nick Hammonds, Deputy City Manager
nhammonds@crystallake.org



QTY	DESCRIPTION		UNIT PRICE	TOTAL PRICE
3	<p>Milnor Model MWT18X4 *Gear Guardian Washer-Extractor - 45 Lb. Capacity Cabinet style, rigid mount, single motor inverter drive, E-P Express controller with 30 programmable formulas and keypad electronic timer, single motor inverter drive with 3 fixed speeds, hot and cold electric water inlets with air-gap for back-siphon protection, 2" (51mm) gravity drain piped to rear, front serviceability, three (3) flushing liquid chemical ports and manual soap chute, stainless steel top, sides and front, CSA C/US Label (check with factory for availability).</p> <p>208-240 volt / 3 phase</p> <p>OPTION: 6" Mounting Base</p> <p>*Rigging Charge Covers Delivering to (3) Locations: Stations 1,3, & 4</p> <p><i>**The voltage on the equipment noted above has been verified and is correct on the proposal. Please initial _____</i></p> <p><i>***Clear access for delivery of laundry equipment is the responsibility of the Sold To party: party identified herein and/or as otherwise arranged by Sold To party**</i></p> <p>3/5 Year Limited Parts Warranty</p>		\$8,995.00	\$26,985.00
✓	60% Deposit required at signing, 40% prior to delivery, 10% after delivery/install		\$600.00	

SUB TOTAL	\$26,985.00
SALES TAX	EXEMPT
FREIGHT	\$800.00
RIGGING*	\$1,200.00
INSTALLATION*	\$1,800.00
TOTAL	\$30,785.00
INITIAL DEPOSIT	\$13,492.50

THE CITY OF CRYSTAL LAKE

CONTRACT FOR THE PURCHASE OF THREE FIRE RESCUE DEPARTMENT
COMMERCIAL GRADE WASHER EXTRACTORS

BIDDER'S PROPOSAL

Full Name of Bidder Haiges Machinery, Inc. ("Bidder")
Principal Office Address 11314 E. Main Street Huntley, IL 60142
Local Office Address SAME
Contact Person Rory Haiges Telephone 847-812-9597
TO: The City of Crystal Lake ("Owner")
100 W. Woodstock Street
Crystal Lake, Illinois 60014

Attention: *Nick Hammonds, Deputy City Manager*

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. _____, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. Contract and Work. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for the purchase and delivery of three commercial grade washer extractors; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide,

{00028684 2}

PROPOSAL

SCHEDULE OF PRICES

A. LUMP SUM CONTRACT

For providing, performing, and completing all Work, the total Contract Price of:

THIRTY SEVEN THOUSAND Dollars and ZERO Cents
(in writing) (in writing)

PROPOSAL

4. Contract Time Proposal

If this Bidder's Proposal is accepted, Bidder will commence the Work not later than the "Commencement Date" set forth in Attachment A to the Contract and will perform the Work diligently and continuously and will complete the Work not later than the "Completion Date" set forth in Attachment A to the Contract.

5. Firm Proposal

All prices and other terms stated in this Bidder's Proposal are firm and shall not be subject to withdrawal, escalation, or change for a period of 60 days after the date on which any Bidder's Proposal is opened or such extended acceptance date for Bidder's Proposals as may be established pursuant to Sections 10 and 13 of the General Instructions to Bidders.

6. Bidder Representations

A. No Collusion. Bidder warrants and represents that the only persons, firms, or corporations interested in this Bidder's Proposal as principals are those named in Bidder's Sworn Acknowledgment attached hereto and that this Bidder's Proposal is made without collusion with any other person, firm or corporation.

B. Not Barred. Bidder warrants, represents and certifies that it is not barred by law from contracting with Owner or with any unit of state or local government.

C. Qualified. Bidder warrants and represents that it has the requisite experience, ability, capital, facilities, plant, organization and staff to enable Bidder to perform the Work successfully and promptly and to commence and complete the Work within the Contract Price and Contract Time Proposals set forth above. In support thereof, Bidder submits the attached Sworn Work History Statement. In the event Bidder is preliminarily deemed to be one of the most favorable to the interests of Owner, Bidder hereby agrees to furnish upon request, within two business days or such longer period as may be set forth in the request, such additional information as may be necessary to satisfy Owner that Bidder is adequately prepared to fulfill the Contract.

D. Owner's Reliance. Bidder acknowledges that Owner is relying on all warranties, representations and statements made by Bidder in this Bidder's Proposal.

7. Surety and Insurance

Bidder herewith tenders surety and insurance commitment letters as specified in Section 6 of the Invitation for Bidder's Proposals.

8. Owner's Remedies

Bidder acknowledges and agrees that should Bidder fail to timely submit all additional information that is requested of it; or should Bidder, if Owner awards Bidder the

(00055761 2)

PROPOSAL

Contract, fail to timely submit all the Bonds and all the certificates and policies of insurance required of it; or should Bidder, if Owner awards Bidder the Contract, fail to timely execute the Contract, Contractor's Certification and all other required documentation related to the Contract, it will be difficult and impracticable to ascertain and determine the amount of damage that Owner will sustain by reason of any such failure and, for such reason, Owner shall have the right, at its option in the event of any such default by Bidder, to retain or recover as reasonably estimated liquidated damages, and not as a penalty, the entire amount of the Bid Security or ten percent of Bidder's Price Proposal, whichever is greater, or to exercise any and all equitable remedies it may have against Bidder.

9. **Owner's Rights**


Bidder acknowledges and agrees that Owner reserves the right to reject any and all Bidder's Proposals, reserves the right to accept or reject any item of any Bidder's Proposal and reserves such other rights as are set forth in Section 13 of the General Instructions to Bidders.


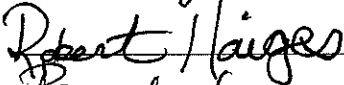
10. **Bidder's Obligations**

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 3rd day of October, 2024.

Attest/Witness:

By: 
Title: Witness


Bidder
By: 
Title: President

**SEE GENERAL INSTRUCTIONS TO BIDDERS, SECTION 7,
FOR SIGNATURE REQUIREMENTS**



Agenda Item No: 20

**City Council
Agenda Supplement**

Meeting Date: October 15, 2024

Item: Sourcewell Purchasing Cooperative for Toshiba Multifunction Copiers

Staff Recommendation: Motion to adopt a Resolution authorizing the City Manager to execute an agreement with ProvenIT, for the purchase of ten (10) Toshiba multifunction copiers in the amount of \$69,477 through the Sourcewell Purchasing Cooperative.

Staff Contact: Steve Weishaar, Director of Information Technology

Background:

Multifunction copiers are widely used throughout the City and provide a critical function of performing daily tasks for all employees. By consolidating multiple devices into one, multifunction copiers reduce the total cost of ownership associated with office equipment. This provides the City with savings on maintenance costs, supplies and energy use.

The typical replacement cycle for corporate multifunction copiers is generally every five (5) to seven (7) years. As a copier ages, particularly ones that are in continuous use, their electronic components deteriorate. The most noticeable result of this deterioration is a marked increase in component failures, a significant slowdown in the performance of the machine and higher service costs. As machines become slower and must be taken out of service more often for repairs, a significant impact on employee productivity can result. The average age of the City's current copier fleet is over nine (9) years, including a couple copiers near 15 years.

The Sourcewell Purchasing Cooperative program has awarded a competitive RFP 030321 to Toshiba America Business Solutions for copiers, printers and multifunction devices with related supplies, accessories and services. This Purchasing Cooperative has been used in previous years and has provided very competitive pricing and excellent service. ProvenIT is an authorized reseller under this Sourcewell contract.

City staff had the opportunity to demo various units and the consensus was the Toshiba units were the easiest to use and provide the best value for the City. Similar units from other manufacturers would cost the City \$40,000 to \$50,000 more.

City legal counsel has reviewed and agreed to the language in the agreement.

Sufficient funding is available in the FY24B budget for this project.

Recommendation:

It is the staff recommendation to purchase ten (10) Toshiba multifunction copiers from ProvenIT, in the amount of \$69,477 through the Sourcewell Purchasing Cooperative.

Votes Required to Pass:

Simple Majority



RESOLUTION

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE that the City is authorized to participate in the Sourcewell Purchasing Cooperative and that the City Manager is authorized to execute a contract with ProvenIT, for the purchase of ten (10) Toshiba multifunction copiers in the amount of \$69,477, from the Sourcewell Purchasing Cooperative.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE, an Illinois Municipal Corporation

BY: _____
Haig Haleblian, Mayor

SEAL

ATTEST:

City Clerk

PASSED: October 15, 2024
APPROVED: October 15, 2024



SALES AGREEMENT

Proposal #	Proposal Date	Customer PO #	Delivery Date	Sales Representative
18878	09/27/2024			Dina Giurdanella

SHIP TO	
<i>Customer #:</i>	
Crystal Lake Village Hall	
100 Woodstock Rd	
Crystal Lake, IL 60014	
Contact:	Steve Weishaar
Phone:	815-459-2020
Email:	sweishaar@crystallake.org

BILL TO	
<i>Customer #:</i>	
Crystal Lake Village Hall	
100 Woodstock Rd	
Crystal Lake, IL 60014	
Contact:	
Phone:	(815) 459-2020
Email:	

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	TOTAL
1	ESTUDIO6528A	Toshiba ESTUDIO6528A - 65 PPM MONOCHROME MFP	\$9,313.00	\$9,313.00
1	MR4010	Toshiba MR4010 - DOCUMENT FEEDER DUAL SCAN		
1	KD1073LT	Toshiba KD1073LT - LARGE CAPACITY FEEDER 2000 SHEETS		
1	MJ1113	Toshiba MJ1113 - 65-SHEET MULTI-STAPLE FINISHER		
1	KN5005	Toshiba KN5005 - BRIDGE KIT FOR MJ1109/1110/1113/1114		
1	MJ6107N	Toshiba MJ6107N - HOLEPUNCH FOR MJ1113/1114		
1	ESTUDIO6525AC	Toshiba ESTUDIO6525AC - 65 PPM COLOR MFP	\$12,893.00	\$12,983.00
	MR4010	Toshiba MR4010 - DOCUMENT FEEDER DUAL SCAN		
1	KD1073LT	Toshiba KD1073LT - LARGE CAPACITY FEEDER 2000 SHEETS		
1	KN5005	Toshiba KN5005 - BRIDGE KIT FOR MJ1109/1110/1113/1114		
1	MJ1113	Toshiba MJ1113 - 65-SHEET MULTI-STAPLE FINISHER		
1	MJ6107N	Toshiba MJ6107N - HOLEPUNCH FOR MJ1113/1114		
1	MP2002L	Toshiba MP2002L - EXTERNAL LARGE CAPACITY FEEDER 2000 SHEETS		
1	ESTUDIO3528A	Toshiba ESTUDIO3528A - 35 PPM MONOCHROME MFP	\$6,176.00	\$6,176.00
1	MR4010	Toshiba MR4010 - DOCUMENT FEEDER DUAL SCAN		
1	KD1073LT	Toshiba KD1073LT - LARGE CAPACITY FEEDER 2000 SHEETS		
1	MJ1048	Toshiba MJ1048 - 50-SHEET INNER FINISHER (FITS UP TO 45PPM MODELS ONLY)		

*For additional items see addendum

Networking Charges

*Additional charges for networking will be applied after the first 2hrs at a \$100.00 hourly rate

I (We) Decline Networking Service: Initial: _____

Subtotal	\$69,477.00
Tax	
Total	

Accepted by ProvenIT	Accepted by Customer
Authorized Signature _____ Date _____	Authorized Signature _____ Date _____
Printed Name / Title _____	Printed Name / Title _____

- 1. GENERAL:** Invoices shall be due and payable by the Customer for all equipment, accessories, supplies or maintenance purchased pursuant to this agreement (The "Goods and Services"), within the time period specified on the front side of this document. Customer shall pay all applicable sales tax, installation and freight charges. If Customer fails to make any payment when due, there will be a service charge of five percent (5%) of the total amount due, together with an interest rate of one and one-half percent (1 1/2%) of the total amount due or the maximum legal rate allowed by law, whichever is less. Customer shall pay a \$20.00 service charge on any returned checks. Customer shall pay all collection expenses incurred by Seller ("Proven IT"), including but not limited to, court, attorneys and accounting fees.
- 2. TAXES:** Customer shall be responsible for all sales tax, use tax or other taxes (including without limitations personal property taxes assessable on the equipment) and fees charged relative to this agreement. Customer agrees to reimburse Proven IT for all amounts paid or payable by Proven IT in discharge of the forgoing taxes. Customer shall not be responsible for taxes based on Proven IT's gross or net income.
- 3. DEFAULT.** If Customer is in default of any term or condition, Seller may cancel this agreement in whole or part at any time upon ten (10) day's written notice. If Seller cancels, the agreement will be prorated based upon the unused portion of the term of the agreement. Any amount due to Seller will be invoiced and is payable upon receipt. Any amounts due to the customer will be applied to any unpaid invoices prior to refund. Early termination of contract is non-refundable.
- 4. AVAILABILITY:** Customer agrees that the Goods and Services are subject to availability and Seller reserves the right to substitute models of like specification if practicable. Seller may cancel any order or any part of an order without cause at any time and without penalty, and Seller's sole obligation shall be to return any down payment paid by Customer. If parts become unavailable for discontinued equipment, Seller reserves the right to delete said equipment in accordance with the terms of this agreement.
- 5. DELIVERY AND INSTALLATION:** Seller shall use its standard packaging. Seller shall choose the method of delivery; Seller reserves the right to deliver the goods in installments. Customer will pay an invoice when due, without regard to delivery or non-delivery of subsequent installments. Delay in delivery of any installments shall not relieve customer of its obligations to accept remaining installments. Equipment will be installed in accordance with manufacturer's specification. At customer's sole cost and expense, customer shall insure that equipment is placed in an environment that conforms with the manufacturer's specifications and requirements and will bear all costs and expenses for any additional necessities required for installation such as telephone and electrical wiring, remodeling, and noise and power filters. Any electrical work, external to the equipment (i.e. associated peripheral equipment, power, transmission and phone lines) and equipment line cord, is not covered by this agreement, unless otherwise specified on the front side of this document.
- 6. MAINTENANCE, SUPPORT AND SERVICE:** Any and all maintenance, support and service in relation to the goods and services shall come directly from the manufacturer, unless separately agreed to in writing by the parties. Proven IT shall not provide support, education, maintenance, or repairs in relation to the goods and services as Proven IT is acting merely as a reseller and installer of the goods. Proven IT is not acting as employee or agent of the manufacturer in conjunction with the resale or installation of the goods.
- 7. INDEPENDENT CONTRACTOR:** It is understood and acknowledged that the goods and services which Proven IT provides to Customer hereunder shall be in the capacity of an independent contractor and not as an employee or agent of Customer. Proven IT shall not be eligible for and shall not receive any employee benefits from Customer and shall be solely responsible for the payment of all taxes, FICA, federal and state unemployment insurance contributions, state disability premiums and all similar taxes and fees relating to the fees earned by Proven IT hereunder.
- 8. TITLE AND RISK OF LOSS:** The goods shall be identified to the contract, and risk of loss shall pass to customer when the goods are placed in the hands of the carrier. For goods purchased outright, title will pass to customer upon payment in full. For goods purchased on an installment payment basis, title will pass to Customer on the installation date.
- 9. SECURITY INTEREST.** Seller expressly reserves a security interest in the goods until payment in full has been collected and Customer agrees to notify seller prior to relocation of any goods for which Seller has a security interest. Customer shall execute any other document, including a financing statement or other document similar to the UCC-1, necessary to protect Seller's security interest in the goods. Customer authorizes Seller to file, at customer's expense, any financing statement related to the goods without Customer's signature, except where prohibited by law.
- 10. NO WARRANTIES:** PROVEN IT IS NOT THE MANUFACTURER OF THE GOODS AND SERVICES. CUSTOMER UNDERSTANDS AND AGREES THAT THE GOODS AND SERVICES ARE PROVIDED "AS IS" AND PROVEN IT DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE REGARDING OR RELATING TO THE GOODS AND SERVICES, OR ANY MATERIALS, SERVICES OR ITS INSTALLATION FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. PROVEN IT MAKES NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE GOODS AND SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE GOODS AND SERVICES, THAT THE GOODS AND SERVICES WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. OR THAT DEFECTS WILL BE CORRECTED. USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE GOODS AND SERVICES IS AT CUSTOMER'S OWN DISCRETION AND RISK. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM USE OF THE GOODS AND SERVICES. ANY APPLICABLE WARRANTY ON THE GOODS AND SERVICES PROVIDED BY THE MANUFACTURER WILL PASS THROUGH TO THE CUSTOMER.
- 11. LIMITATIONS:** The goods shall not be returned to Seller for credit without Seller's written consent. No credit will be given after fourteen (14) days from the date of the invoice. All returns for credit within fourteen (14) days are subject to up to a 20% restocking fee. All costs of return shall be the responsibility of the Customer.
- 12. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, OTHER THAN DAMAGES PROXIMATELY CAUSED BY REASON OF WILLFUL MISCONDUCT ON THE PART OF PROVEN IT, PROVEN IT, ITS REPRESENTATIVES, SUCCESSORS AND ASSIGNS DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN, INCLUDING ANY LIABILITY CAUSED BY THE GOODS AND SERVICES NOT BEING AVAILABLE FOR USE OR FOR LOST OR CORRUPTED DATA OR PRODUCTS, BUSINESS INTERRUPTION, FAILURE OR MALFUNCTION OF THE GOODS AND SERVICES, LOSS, OR OTHERWISE FOR THE PROVISION OF THE GOODS AND SERVICES, EVEN IF NEGLIGENT. PROVEN IT PROVIDES THE GOODS AND SERVICES TO CUSTOMER "AS IS" AND WITH ALL FAULTS. PROVEN IT DOES NOT WARRANT THE ERROR-FREE OPERATION OF THE GOODS AND SERVICES. CUSTOMER ACKNOWLEDGES THIS ALLOCATION OF RISK BY EXECUTION OF THIS AGREEMENT AND/OR BY THE PAYMENT OF FEES TO PROVEN IT. IN NO EVENT WILL PROVEN IT BE LIABLE FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVEN IT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL PROVEN IT'S LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO PROVEN IT DURING THE 90-DAY PERIOD IMMEDIATELY PRECEDING THE ALLEGED CLAIM AND/OR TERMINATION OF THIS AGREEMENT.**
- 13. ASSIGNMENT:** This agreement shall not be assigned by Customer without Seller's express written consent. In the event that Seller assigns any of its obligations under this agreement, Seller shall remain primarily responsible to perform those obligations. Any claim or defense Customer may have relating to those obligations must be asserted on or against Seller and not its assignee.
- 14. NOTICES:** All notices required to be given under this agreement shall be in writing and shall be sent by U.S. first class mail to the parties at the address listed on the front of this agreement.
- 15. INDEMNIFICATION:** Customer shall bear all risk of theft, loss or damage not caused by Seller's employees or agents, to all goods and services installed under this agreement. Customer agrees to indemnify, defend and hold harmless Seller, its officers, directors, employees and agents from all loss, liability, claims or expenses (including reasonable attorneys' fees) arising from this Agreement and from Customer's use of the goods and services, including but not limited to liabilities arising from bodily injury, including death, or property damage to any person, unless caused solely as the result of an intentional act or omission by Seller. Seller shall indemnify Customer against any costs, losses, damages or liability incurred by Customer as the result of any third party's claim of infringement of its patent, copyright trademark which claim arises out of the use of the product by Customer. Customer shall immediately notify Seller in writing of such claim or demand. Seller shall have the sole right to control, and defense, thereof, and Customer agrees that it will not settle any such claim against itself without the prior written consent of Seller. Provided however, that Seller shall not indemnify Customer with respect to any claim relating to product(s) which is/are manufactured according to Customer's instructions, or modified by Customer or combined with other non-seller products, equipment, systems and/or processes. Failure of Customer to provide timely notification of claim to Seller shall relieve Seller of its obligation to indemnify Customer.
- 16. FORCE MAJEURE:** Neither party shall be responsible for delays or failure in performance of this agreement (other than failure to make payment) to the extent that such party was hindered in its performance by act of god, abuse, misuse, excess of voltage or power surges, repairs other than those provided by PROVEN IT authorized personnel, civil commotion, labor dispute, or any other occurrence beyond its reasonable control.
- 17. SEVERABILITY:** If any provision of this agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of the remaining provisions of this agreement.
- 18. APPLICABLE LAW:** This agreement shall be governed by the laws of the State of Illinois and the Uniform Commercial Code as adopted therein without regard to choice of law principles. In the event of litigation or other proceedings by Seller to enforce or defend any term or provision of this agreement, Customer agrees to pay all costs and expenses sustained by Seller, including but not limited to, reasonable attorney's fees.
- 19. SELLER'S AGENTS.** Customer acknowledges that it has been advised that no agent, employee, or representative of Seller has any authority to bind seller to any affirmation promise, representation, or warranty concerning any goods and services, and unless such affirmation, promise, representation, or warranty is specifically set forth in this agreement it does not form a basis of this bargain and shall not be enforceable against Seller.
- 20. ACCEPTANCE:** This agreement and its terms and conditions shall not take effect until accepted and executed by an authorized Seller representative at Seller's offices in the state of ILLINOIS.
- 21. ENTIRE AGREEMENT:** This instrument, and any attachments hereto, is the entire agreement between customer and seller and supersedes any proposal or prior agreement, oral written, and any other communications relating to the subject matter of this agreement. The terms and conditions of this agreement shall supersede any terms and conditions which may be contained on any purchase order or other document which may be issued by Customer.

Customer Initials _____

Proven IT Representative Initials _____



Agenda Item No: 21

City Council Agenda Supplement

Meeting Date: October 15, 2024

Item: Three Oaks Recreation Area Standup Paddleboard Concessionaire and Use Agreement Assignment and Extension

City Council Discretion:

- 1) A motion to approve an agreement authorizing the assignment of the Three Oaks Recreation Area Concessionaire and Use Agreement from Alpine Accessories to The Board House, LLC, and to adopt a Resolution authorizing the City Manager to execute the assignment agreement.
- 2) A motion to approve an amendment to the Three Oaks Recreation Area Concessionaire and Use Agreement with The Board House, LLC for a five-year extension of the agreement and to adopt a Resolution authorizing the City Manager to execute the amendment.

Staff Contact: Nick Hammonds, Deputy City Manager

Background:

At its March 17, 2015 meeting, the City Council approved a Concessionaire and Use Agreement with Alpine Accessories to operate standup paddleboard services at the Three Oaks Recreation Area. The owner of Alpine Accessories is retiring and has requested approval from the City to assign full ownership of the standup paddle boarding operation to The Board House, LLC. Per Section 10.01 of the Concessionaire and Use Agreement, assignment requires written consent from the City Council.

The owner of The Board House, LLC, McKenna Dunn, has assisted with the standup paddleboard operations at the Three Oaks Recreation Area for numerous years. Staff has worked with Ms. Dunn and she understands the safety protocols at the facility. The Board House will assume paddleboard operations beginning with the 2025 season under same terms and conditions of the original use agreement.

Agreement Extension:

Per Section 2.03 of the use agreement, the initial ten-year agreement term allows for two optional five-year agreement extensions to be authorized at the discretion of the City Council. The Board House, LLC, assuming the assignment of the agreement is approved, has requested authorization to exercise the first five-year extension. The terms and conditions of the agreement will remain unchanged, including the rent payment of twenty (20) percent of gross revenues received from paddleboard lessons and five (5) percent of gross revenues received from merchandise sales.

Recommendation:

Authorization to assign and extend the agreement is performed at the discretion and approval of the City Council. If the assignment and extension is authorized, The Board House will be bound to the original terms and conditions of the agreement for the duration of the agreement and any additional extensions. It is staff's recommendation to authorize the assignment and extension of the Concessionaire and Use Agreement to The Board House, LLC. City legal counsel has reviewed and approved of the agreement assignment language.

Votes Required to Pass:

Simple majority vote of the City Council.



RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE entered into a Concessionaire and Use Agreement with Alpine Accessories on March 17, 2015 for the operation of a Standup Paddleboard facility on the South Lake of the Three Oaks Recreation Area (the “Agreement”); and

WHEREAS the initial ten-year term of the Agreement expires on March 31, 2025; and

WHEREAS the City and Alpine Accessories desire to assign the Agreement to The Board House, LLC; and

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

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Approval of Assignment of the Concessionaire and Use Agreement. The City Manager be and he is hereby authorized to execute the Concessionaire and Use Agreement Assignment to The Board House, LLC.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE,
an Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024



Res. 24R-_____

RESOLUTION

WHEREAS the CITY OF CRYSTAL LAKE entered into a Concessionaire and Use Agreement with Alpine Accessories on March 17, 2015 for the operation of a Standup Paddleboard facility on the South Lake of the Three Oaks Recreation Area (the “Agreement”); and

WHEREAS, on October 15, 2024, the City Council authorized the assignment of the Agreement from Alpine Accessories to The Board House LLC; and

WHEREAS the initial ten-year term of the Agreement expires on March 31, 2025; and

WHEREAS the City and The Board House, LLC desire to amend the Agreement in order to extend the term of the Agreement for an additional five year period through March 31, 2030.

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

SECTION ONE: Recitals. The foregoing recitals are hereby incorporated herein as if fully set forth.

SECTION TWO: Approval of the Extension of the Concessionaire and Use Agreement. The City Manager be and he is hereby authorized to execute the Concessionaire and Use Agreement extension with The Board House, LLC for an additional term of five (5) years.

DATED this 15th day of October, 2024.

CITY OF CRYSTAL LAKE,
an Illinois municipal corporation,

By: _____
Haig Haleblian, MAYOR

SEAL:
ATTEST:

CITY CLERK

PASSED: October 15, 2024
APPROVED: October 15, 2024



Agenda Item No: 22

**City Council
Agenda Supplement**

Meeting Date:

October 15, 2024

Item:

Board and Commission Reappointments – Sustainability Committee

Mayor's Recommendation:

Motion to reappoint Terry Dieckhoff, Emilie Hoffman, and Jen Oliver to the Sustainability Committee for terms ending September 30, 2027

Contact:

Haig Haleblian, Mayor

Background:

Terry Dieckhoff, Emilie Hoffman, and Jen Oliver are current Sustainability Committee members whose three-year terms expired at the end of September. Each Committee member would like to be reappointed.

Sustainability Committee appointments and reappointments are nominated and confirmed by the Mayor and the City Council.

Should the Council have any questions, please contact Mayor Haig Haleblian.

Votes Required to Pass:

Simple majority