



**CITY OF CRYSTAL LAKE**  
**AGENDA**  
**CITY COUNCIL**  
**REGULAR MEETING**  
City of Crystal Lake  
100 West Woodstock Street, Crystal Lake, IL  
City Council Chambers  
November 19, 2024  
7:00 p.m.

1. **Call to Order**
2. **Roll Call**
3. **Pledge of Allegiance**
4. **Approval of Minutes – November 5, 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**
10. **Liquor Code Amendment to Class 29 Liquor License requirements for outdoor liquor sales and consumption**
11. **Bid Award – Three Oaks Recreation Area Pedestrian Trail - Segment 1**
12. **Bid Award – Salt for Water Treatment**
13. **Bid Award – Liquid Anti-Icing & De-Icing Chemicals**
14. **Vehicle Equipment Upfit – National Purchasing Partners (NPPGov) Contract #PS22170, for the aftermarket equipment upfit of two (2) 2024 Ford Super Duty Pickups and of one (1) 2024 Ford F550 Cab & Chassis at a total cost of \$190,607.00**
15. **Resolution Amendment – GPS/AVL/Camera Lease**
16. **Designation and Auction Sale of Surplus Property**
17. **Water Meter Replacement Program – Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Veregy, LLC; Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Aclara Technologies, LLC; Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a**

**contract with Core & Main, LP; Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Ferguson Waterworks, LLC; Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Vertex One, LLC; Ordinance amending Section 515, Water and Sewer, of the City Code**

**18. Truth in Taxation Compliance Procedural Requirement**

**19. Council Inquiries and Requests**

**20. 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**

**21. Reconvene to Regular Session**

**22. 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: 10**

**City Council  
Agenda Supplement**

**Meeting Date:**

November 19, 2024

**Item:**

Liquor Code Amendment to Class 29 Liquor License requirements for outdoor liquor sales and consumption

**Recommendation:**

Motion to amend City Code Section 329-3, Section 329-5 (AC)

**Staff Contact:**

Nick Hammonds, Deputy City Manager  
Melanie Nebel, Executive Assistant

**Background**

Over the past few years, several Crystal Lake restaurants offered, for the first time, outdoor seating, including the service of alcoholic liquor in an open, unroofed area. In order to accommodate these and other changes to businesses, changes were made to the several liquor license classes.

Similar changes have been made to the Class 7 and Class 24 licenses to help accommodate outside service areas for businesses located in Downtown Crystal Lake and the Virginia Street Corridor holding these licenses.

For the City Council's information, City staff has received inquiries from Lake Roots, a new business locating in the Virginia Street Corridor, regarding this classification. In order to accommodate the outdoor service area for the new business, staff recommends amending the Class 29 Liquor License as outlined in Table 1. No other changes would be made to the classification.

*Table 1: Comparison of Existing Class 29 Liquor License to Proposed Changes.*

<u>Current Class 29 License</u>	<u>Proposed Class 29 License Changes</u>	<u>Reason for Change</u>
Fence and barrier required for all open unroofed seating areas.	Only outdoor areas on private property are required to have a fence and barrier. Open, unroofed seating areas located on City sidewalk or public property will not require a fence or barrier.	Sidewalks are too narrow to accommodate a fence or barrier. Restaurants using sidewalks will be required to submit a site plan ensuring they meet the requirements of the LUP.

No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes	No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes, unless approved by Liquor Commissioner.	Allows flexibility for the Liquor Commissioner to grant the license in mixed use areas.
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The only existing holder of the Class 29 liquor license is Mariano’s (105 Northwest Highway).

It is anticipated that Lake Roots will apply for a Class 29 liquor license in the spring.

**Staff Recommendation:**

City Staff proposes the following changes to the liquor classifications depicted in Table 1. City special legal counsel has reviewed and approved the changes to the City Code.

**Votes Required to Pass:**

Simple majority vote.





**The City of Crystal Lake, Illinois**

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

**WHEREAS**, Chapter 329 of the City Code sets forth classifications for the licensing of establishments for the sale of alcoholic liquor; and

**WHEREAS**, the Mayor and City Council have found and determined that it is in the best interests of the City and its residents to modify certain provisions of Chapter 329 with respect to certain license classification which allow for the sale and consumption of alcoholic liquor in open and unroofed areas.

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

**SECTION ONE: Amendment to Section 329-5(AC) (Class 29 Licenses)**

Section 329-5(AC) of the City Code is hereby amended and shall hereinafter read as follows:

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

AC. Class 29 license, which shall authorize the retail sale, on the premises specified, of alcoholic liquor, for consumption on the premises, as well as the retail sale of alcoholic liquor in the original package between the hours of 6:00 a.m. and 1:00 a.m. Monday, Tuesday, Wednesday, Thursday; 6:00 a.m. and 2:00 a.m. Friday and Saturday; and 6:00 a.m. on Sunday and 1:00 a.m. on Monday. A Class B type restaurant may be located on the premises. For the purposes of this license, premises shall include not only the interior of any building or structure but also an open, unroofed area immediately contiguous to the building or structure where alcoholic beverages are served or consumed. [Added 1-16-2018 by Ord. No. 7425]

(1) Any open unroofed area in which alcoholic beverages are served or consumed pursuant to this license shall conform to the following:

(a) The open unroofed area shall be particularly described and adjacent to and operated as a part of the premises licensed to sell alcoholic liquor on the premises and shall have obtained all permits or approvals required by the ordinances of the City Code, City or other governmental authority.

(b) The open unroofed area shall have a maximum capacity as defined by the Liquor Commissioner, which shall be separately posted at the entrance to the open unroofed area.

(c) **When the open unroofed area is located on private property,** Any part of the open unroofed area not blocked by a building shall be surrounded by a fence or other barrier approved by the Liquor Commissioner, which shall contain the required number of fire exits. All fences or other barriers shall comply with the ordinances of the City regarding vision, clearance and required distances from corners.

(d) All electrical wiring shall comply with the codes of the City.

(e) All combustible rubbish shall be stored in a noncombustible container, and the license holder shall be responsible for keeping the area in a clean and sightly condition.

(f) The noise emanating from any open unroofed area where alcoholic beverages are served pursuant to this license shall not violate any of the provisions of the City Code of Ordinances pertaining to noise.

(g) The license holder shall be responsible for preventing violations of this chapter.

(h) No open unroofed area where alcoholic beverages are served pursuant to this license shall be permitted within 100 feet of land zoned for residential purposes, **except as may be approved by the Liquor Commissioner, subject to such conditions as the Liquor Commissioner may deem necessary to ensure that sales and consumption can be conducted in a safe manner and to minimize any impact upon such residentially zoned properties.**

(2) The annual fee for such license shall be the sum of \$1,950.

SECTION TWO: Effective Date.

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

DATED at Crystal Lake, Illinois, this 19th day of November, 2024.

City of Crystal Lake, an  
Illinois municipal corporation

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Haig Haleblan, MAYOR

SEAL

ATTEST

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CITY CLERK

PASSED: November 19, 2024

APPROVED: November 19, 2024

Draft



**Agenda Item No: 11**

**City Council  
Agenda Supplement**

**Meeting Date:** November 19, 2024

**Item:** Bid Award – Three Oaks Recreation Area Pedestrian Trail - Segment 1

**Staff Recommendation:** Motion to award the bid for construction of the Three Oaks Recreation Area Pedestrian Trail - Segment 1 to the lowest responsive and responsible bidder, Foundation Mechanics, LLC, and adopt a Resolution authorizing the City Manager to execute a contract with Foundation Mechanics, LLC in the amount of \$1,594,943.00, 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 P. Magnuson, P.E. Director of Public Works and Engineering  
Nick Hammonds, Assistant City Manager

**Background:** The Master Plan for the Three Oaks Recreation Area includes a lake loop trail that will connect the existing trails into a contiguous loop surrounding the lake. Completing a lake loop trail is the most frequently requested amenity in annual surveys of Three Oaks guests.

The path will be a pedestrian only path and will be signed to prohibit bicycles. Bicycle paths require gentle grades and large radius curves. The steep slopes and grades are not conducive to accommodating bicycles.



The path will be eight-foot wide gravel with one-foot shoulders. Construction will be completed in phases. Segment 3, located near the southwest corner of the lake was completed in 2024. Bids

for Segment 1, planned for construction along Pingree Road, were opened on November 7, 2024.

Tree removal for all segments of the trail is included in the Segment 1 bid. Tree removal associated with this project must be conducted between September 30<sup>th</sup> and April 1<sup>st</sup> in order to say compliant with State and Federal regulations protecting the Northern Long Eared Bat, recently reclassified as an endangered species. Staff anticipates construction of the remaining segments to occur after April 1, 2025 and into 2026.

On November 7, 2024, staff publicly opened and read aloud bids received for construction of the Three Oaks Recreation Area Trail – Segment 1. The breakdown of bids is as follows:

<b>Bidder</b>	<b>Bid Total</b>
√ <b>Foundation Mechanics Chicago, IL</b>	\$1,594,943.00
<b>Copenhaver Construction Gilberts, IL</b>	\$1,635,478.00
<b>Lenny Hoffman Excavating McHenry, IL</b>	\$1,941,052.00
<b>Maneval Construction Ingleside, IL</b>	\$2,115,286.00
<b>Schroeder Asphalt Marengo, IL</b>	\$2,322,096.70
<b>Campanella &amp; Sons Wadsworth, IL</b>	\$2,598,075.75

√ Indicates recommended lowest responsive and responsible bidder.

**Recommendation:**

The Public Works and Engineering Department have 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 Three Oaks Recreation Area Trail – Segment 1 contract to the lowest responsive and responsible bidder, Foundation Mechanics, LLC.

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

The City has previously worked with Foundation Mechanics, LLC on the construction of Segment 3 of the Three Oaks Recreation Area Trail and was satisfied with their services. Funds for this project are in the FY2024B budget and proposed in the FY2025 budget. The City was also awarded a federal Recreational Trails Program grant of \$200,000 for this project.

**Votes Required to Pass:**

Simple Majority



## **RESOLUTION**

**WHEREAS** the CITY OF CRYSTAL LAKE has identified the need to construct a trail around the Three Oaks Recreation Area; and

**WHEREAS** Segment 1 of the trail around Three Oaks Recreation Area was identified as the next segment to be completed; and

**WHEREAS** the CITY received and publicly opened bids for the Three Oaks Recreation Area Pedestrian Trail – Segment 1 project on November 7, 2024; and

**WHEREAS** the lowest responsive and responsible bidder is Foundation Mechanics, LLC, Chicago, 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 Foundation Mechanics, LLC for the construction of the Three Oaks Recreation Area Trail – Segment 1 in the amount of \$1,594,943.00; 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 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

SEAL

ATTEST

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CITY CLERK

PASSED: November 19, 2024

APPROVED: November 19, 2024

Draft

THE CITY OF CRYSTAL LAKE  
CONTRACT FOR THE CONSTRUCTION OF  
THREE OAKS RECREATION AREA TRAIL – SEGMENT 1

BIDDER'S PROPOSAL

Full Name of Bidder Foundation Mechanics LLC (“Bidder”)

Principal Office Address 8604 W Catalpa Ave, Suite 907, Chicago., IL 60656

Local Office Address 8604 W Catalpa Ave, Suite 907, Chicago., IL 60656

Contact Person Jon Kelecus Telephone 773-234-3087

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

Attention: *Michael Wisinski – Public Works Manager*  
***SEALED BID: THREE OAKS RECREATION AREA TRAIL – SEGMENT 1***

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 **THREE OAKS RECREATION AREA TRAIL – SEGMENT 1**; (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

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Foundation Mech

PROPOSAL

SCHEDULE OF PRICES

BASE BID:

ITEM NO.	UNIT PRICE ITEMS	UNIT	APPROXIMATE NUMBER OF UNITS	PRICE PER UNIT	TOTAL
1	CLEARING AND GRUBBING	ACRE	10.3	\$ 11,500.00	\$ 118,450.00
2	CONSTRUCTION LAYOUT	L SUM	1	\$ 15,000.00	\$ 15,000.00
3	EXCAVATION, GRADING, AND SHAPING (SPECIAL)	L SUM	1	\$ 275,000.00	\$ 275,000.00
4	GRANULAR EMBANKMENT SPECIAL (CA-1)	TON	234	\$ 110.00	\$ 25,740.00
5	TRENCH BACKFILL	CU YD	52	\$ 50.00	\$ 2,600.00
6	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	619	\$ 2.00	\$ 1,238.00
7	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	8,725	\$ 16.00	\$ 139,600.00
8	SEEDING, CLASS 4	SQ YD	8,725	\$ 1.00	\$ 8,725.00
9	EROSION CONTROL BLANKET	SQ YD	8,725	\$ 1.00	\$ 8,725.00
10	PERIMETER EROSION BARRIER	FOOT	2,035	\$ 2.00	\$ 4,070.00
11	INLET AND PIPE PROTECTION	EACH	8	\$ 300.00	\$ 2,400.00
12	STONE RIPRAP, CLASS A5	TON	5,843	\$ 75.00	\$ 438,225.00
13	FILTER FABRIC	SQ YD	5,825	\$ 2.00	\$ 11,650.00
14	AGGREGATE BASE COURSE, TYPE B	TON	1,116	\$ 40.00	\$ 44,640.00
15	PREMIUM BIKE TRAIL MIX FA-21 NATURAL GRANITE	CU YD	343	\$ 80.00	\$ 27,440.00
16	BITUMINOUS MATERIALS (TACK COAT)	POUND	845	\$ 1.00	\$ 845.00

{00028684 2}

SCHEDULE OF PRICES (CONT'D.)

17	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	211	\$160.00	\$33,760.00
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 IN	SQ FT	400	\$10.00	\$4,000.00
19	DETECTABLE WARNINGS	SQ FT	64	\$50.00	\$3,200.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	1,875	\$10.00	\$18,750.00
21	COMBINATION CURB AND GUTTER REMOVAL	FOOT	106	\$10.00	\$1,060.00
22	SIDEWALK REMOVAL	SQ FT	400	\$7.00	\$2,800.00
23	METAL FLARED END SECTIONS 12"	EACH	6	\$500.00	\$3,000.00
24	METAL FLARED END SECTIONS 15"	EACH	3	\$500.00	\$1,500.00
25	METAL FLARED END SECTIONS 18"	EACH	1	\$500.00	\$500.00
26	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 30"	EACH	1	\$2,000.00	\$2,000.00
27	PIPE CULVERTS, CLASS D, TYPE 1 12"	FOOT	112	\$100.00	\$11,200.00
28	PIPE CULVERTS, CLASS D, TYPE 1 15"	FOOT	74	\$125.00	\$9,250.00
29	PIPE CULVERTS, CLASS D, TYPE 1 18"	FOOT	22	\$200.00	\$4,400.00
30	PIPE CULVERTS, CLASS D, TYPE 1 30"	FOOT	46	\$225.00	\$10,350.00
31	MANHOLES, TYPE A, 4' DIAMETER, DITCH GRATE	EACH	1	\$7,500.00	\$7,500.00
32	MANHOLES, TYPE A, 5" DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	1	\$10,000.00	\$10,000.00
33	INLETS TYPE A, DITCH GRATE	EACH	7	\$2,000.00	\$14,000.00

**SCHEDULE OF PRICES (CONT'D.)**

34	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	70	\$75.00	\$5,250.00
35	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	FOOT	36	\$150.00	\$5,400.00
36	SIGN PANEL – TYPE 1	SQ FT	92	\$50.00	\$4,600.00
37	TELESCOPING STEEL SIGN SUPPORT	FOOT	132	\$50.00	\$6,600.00
38	THERMOPLASTIC PAVEMENT MARKING – LETTERS AND SYMBOLS	SQ FT	10	\$20.00	\$200.00
39	THERMOPLASTIC PAVEMENT MARKING – LINE 4"	FOOT	190	\$10.00	\$1,900.00
40	GEOSYNTHETIC REINFORCEMENT	SQ YD	3,380	\$5.00	\$16,900.00
41	AGGREGATE BASE COURSE, TYPE CA-16	TON	155	\$20.00	\$3,100.00
42	REMOVE EXISTING FLARED END SECTION	EACH	1	\$1,000.00	\$1,000.00
43	PEDESTRIAN SAFETY RAILING	FOOT	865	\$225.00	\$194,625.00
44	TRAFFIC CONTROL AND PROTECTION (SPECIAL)	L SUM	1	\$65,000.00	\$65,000.00
45	REMOVING AND RESETTING STREET SIGNS	EACH	5	\$1,250.00	\$6,250.00
46	DUAL LEAF GATE, COMPLETE	EACH	1	\$12,500.00	\$12,500.00
47	RELOCATE EXISTING QUARRIED STONE AND BENCHES	L SUM	1	\$10,000.00	\$10,000.00
<b>TOTAL BASE BID</b>				\$	1,594,943.00

SCHEDULE OF PRICES (CONT'D.)

TOTAL CONTRACT PRICE:

One million, five hundred ninety-four thousand, nine hundred forty-three	Dollars and	Zero	Cents
<u>(in writing)</u>		<u>(in writing)</u>	
1,594,943	Dollars and	0	Cents
<u>(in figures)</u>		<u>(in figures)</u>	

A. 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: 12**

**City Council  
Agenda Supplement**

**Meeting Date:**

November 19, 2024

**Item:**

Bid Award – Salt for Water Treatment

**Staff Recommendation:**

Motion to award the contract for the purchase and delivery of salt for water treatment to the lowest responsive, responsible bidder, Midwest Salt, LLC, and to adopt a Resolution authorizing the City Manager to execute a contract with Midwest Salt, LLC for water treatment salt in the amount of \$133.68 per ton

**Staff Contact:**

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

**Background:**

Salt is used daily at the City's five water treatment plants as part of the water treatment process to meet Illinois Environmental Protection Agency (IEPA) drinking water standards. The amount of salt used by the City varies based on water demand. Public Works anticipates utilizing approximately 3,500 tons of salt in 2025. The City does not have the capability to store large quantities of this salt. Therefore, it is important that the vendor provides deliveries throughout the year so water plant operations are not interrupted.

The City of Crystal Lake participates in the McHenry County Municipal Partnership Initiative (McMPI) where regional communities collaborate by preparing and soliciting bids for various projects. McMPI allows governmental agencies to combine purchasing power to leverage cost savings. The City of Crystal Lake partnered with the Village of Cary, the Village of Algonquin, the Village of Huntley, the Village of Gilberts, and the City of Woodstock to solicit bids for salt. On November 1, 2024, the bids were publicly opened by the City of Woodstock. The results for Crystal Lake are as follows:

<b>Bidder</b>	<b>Price per Ton</b>
√ Midwest Salt, LLC West Chicago, IL	\$133.68
Consolidated Grain & Barge Co. Covington, LA	\$138.75
Nuway Express, Inc. Northridge, CA	\$300.00

√ Indicates recommended lowest responsive and responsible bidder

The current one-year contract price with Midwest Salt, LLC is \$146.00 per ton. The City of Woodstock managed the bidding process for McMPI and sent the bid advertisement to several bidders including those that have held the contract in the past.

**Recommendation:**

The Public Works Department has reviewed the bids received for completeness and accuracy. Midwest Salt, LLC currently provides salt to the City of Crystal Lake. It is staff's recommendation to award a one-year contract for water treatment salt to the lowest responsive and responsible bidder, Midwest Salt, LLC, in the amount of \$133.68 per ton. Funds have been budgeted for this purchase.

**Votes Required to Pass:**

Simple Majority



## **RESOLUTION**

**WHEREAS** the CITY OF CRYSTAL LAKE requires salt as part of its water treatment process; and

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

**WHEREAS** the McMPI conducted a joint public bid for salt to be used in water treatment processes and opened bids publically on November 1, 2024; and

**WHEREAS** the lowest responsive and responsible bidder is Midwest Salt, LLC, West Chicago, 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 one-year contract between the CITY OF CRYSTAL LAKE and Midwest Salt, LLC for the purchase and delivery of salt for water treatment in the amount of \$133.68 per ton.

**DATED** this 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

SEAL

ATTEST

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CITY CLERK

PASSED: November 19, 2024

APPROVED: November 19, 2024

Draft



**MCHENRY COUNTY MUNICIPAL PARTNERING INITIATIVE 2025 WATER SOFTENING SALT JOINT  
BID**

**BIDDER'S PRICE PROPOSAL/SCHEDULE OF PRICES**

Full Name of Bidder: Midwest Salt, LLC ("Bidder")

Principal Office Address: 1300 W Washington Street, West Chicago, IL 60185

Local Office Address: Same as above

Contact Person: Jason Kane

Email: customerservice@midwestsalt.net Telephone: 630-513-7575 ext. 1

To: City of Woodstock ("Soliciting Agency/Owner")  
326 Washington Street  
Woodstock, IL 60098

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:

**2025 BID TABLE – Solar Salt:**

<b>Delivery Method</b>	<b>Estimated Quantity (tons), Total for All Agencies</b>	<b>2025 Unit Price (Base Bid Year 1)</b>	<b>2025 Cost, Bid Total for All Agencies</b>	<b>2026 Unit Price (Base Bid Year 2)</b>	<b>2026 Cost, Bid Total for All Agencies</b>
1) Controlled Flow Slotted Tailgate	8,080 tons	\$133.68 per ton	\$ 1,080,134.40	\$ per ton	\$
2) Truck and PUP Trailer	425 tons	\$ 133.68 per ton	\$ 56,814.00	\$ per ton	\$
<b>JOINT BID TOTAL</b>	<b>8,505 TONS</b>	<b>--</b>	<b>\$</b>	<b>--</b>	<b>\$</b>



**2025 BID TABLE – U.S. Produced Southern Rock Salt:**

<b>Delivery Method</b>	<b>Estimated Quantity (tons), Total for All Agencies</b>	<b>2025 Unit Price (Base Bid Year 1)</b>	<b>2025 Cost, Bid Total for All Agencies</b>	<b>2026 Unit Price (Base Bid Year 2)</b>	<b>2026 Cost, Bid Total for All Agencies</b>
1) Controlled Flow Slotted Tailgate	8,080 tons	\$133.68 per ton	\$1,080,134.40	\$ per ton	\$
2) Truck and PUP Trailer	425 tons	\$133.68 per ton	\$56,814.00	\$ per ton	\$
<b>JOINT BID TOTAL</b>	<b>8,505 TONS</b>	<b>--</b>	<b>\$</b>	<b>--</b>	<b>\$</b>

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 31st day of October, 2024.

Attest/Witness: Midwest Salt, LLC

By: John Rihm  By: Chris Perry  Bidder

Title: Sales Manager Title: Chief Operating Officer



**Agenda Item No: 13**

**City Council  
Agenda Supplement**

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**Meeting Date:**

November 19, 2024

**Item:**

Bid Award – Liquid Anti-Icing & De-Icing Chemicals

**Staff Recommendation:**

Motion to award a contract for purchase and delivery of Liquid Anti-Icing & De-Icing Chemicals to the lowest responsive, responsible bidder, Kaplan Paving LLC dba Kaplan Liquid Solutions, and adopt a Resolution authorizing the City Manager to execute a one-year contract with Kaplan Paving LLC dba Kaplan Liquid Solutions 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 Public Works Department uses an anti-icing brine composed of salt and organic liquid (70% NaCl, 30% BIO), in conjunction with liquid calcium chloride and rock salt to treat the roads during snow removal operations. The liquids aid the melting process and help reduce the amount of rock salt needed to treat the roads. The Public Works Department estimates it will utilize approximately 35,000 gallons of anti-icing brine and 5,000 gallons of liquid calcium chloride during its snow and ice control operations this winter.

On November 1, 2024, the City of Crystal Lake publicly opened and read aloud the bids received for the purchase and delivery of liquid anti-icing and de-icing chemicals for winter snow and ice operations. The following is a breakdown of the bids:

Liquid Anti-Icing & De-Icing Chemicals	Unit	Est. Qty.	√ Kaplan Liquid Solutions Ingleside, IL		Industrial Systems Richmond, IL		SNI Solutions Geneseo, IL		Ringers Services Crystal Lake, IL	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
70% NaCl 30% BIO	Gallon	35,000	\$1.08	\$37,800.00	\$1.15	\$40,250.00	\$1.55	\$54,250.00	\$1.10	\$38,500.00
Liquid Calcium Chloride	Gallon	5,000	\$0.71	\$3,550.00	\$0.67	\$3,350.00	No Bid		\$4.06	\$20,300.00
<b>2025 Base Bid Total:</b>			<b>\$41,350.00</b>		<b>\$43,600.00</b>		<b>\$54,250.00</b>		<b>\$58,800.00</b>	
<b>Optional Year 2</b>										
70% NaCl 30% BIO	Gallon	35,000	\$1.10	\$38,500.00	\$1.17	\$40,950.00	\$1.60	\$56,000.00	\$1.13	\$39,550.00
Liquid Calcium Chloride	Gallon	5,000	\$0.73	\$3,650.00	\$0.68	\$3,400.00	No Bid		\$4.18	\$20,900.00
<b>2026 Optional Year 2 Bid Total:</b>			<b>\$42,150.00</b>		<b>\$44,350.00</b>		<b>\$56,000.00</b>		<b>\$60,450.00</b>	
<b>Optional Year 3</b>										
70% NaCl 30% BIO	Gallon	35,000	\$1.12	\$39,200.00	No Bid		\$1.65	\$57,750.00	\$1.16	\$40,600.00
Liquid Calcium Chloride	Gallon	5,000	\$0.75	\$3,750.00	No Bid		No Bid		\$4.31	\$21,550.00
<b>2027 Optional Year 3 Bid Total:</b>			<b>\$42,950.00</b>		<b>No Bid</b>		<b>\$57,750.00</b>		<b>\$62,150.00</b>	

√ Indicates recommended lowest responsive and responsible bidder

**Discussion:**

Staff solicited bids using the City’s online bidding portal and by advertising in the newspaper. In addition, staff contacted recent bidders to make them aware of the bid. The low bidder’s price for the organic brine is less than the 2023 bid price of \$1.12 per gallon. The City did not solicit pricing for liquid calcium chloride last year.

**Recommendation:**

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

The Public Works Department 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 a one-year contract with two (2) optional one-year extensions for the purchase and delivery of Liquid Anti-Icing & De-Icing Chemicals to the lowest responsive and responsible bidder Kaplan Paving LLC dba Kaplan Liquid Solutions, at the bid unit prices.

Funds have been budgeted for these items.

**Votes Required to Pass:**

Simple majority



## **RESOLUTION**

**WHEREAS** the CITY OF CRYSTAL LAKE is responsible for the removal of snow and ice from City streets during the winter months; and

**WHEREAS**, the CITY OF CRYSTAL LAKE received and publicly opened bids for the purchase and delivery of liquid anti-icing & de-icing chemical for use in snow and ice control on November 1, 2024; and

**WHEREAS**, the lowest responsive and responsible bidder is Kaplan Paving LLC dba Kaplan Liquid Solutions, Ingleside, 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 BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** that the City Manager is authorized to execute a one-year contract between the CITY OF CRYSTAL LAKE and Kaplan Paving LLC dba Kaplan Liquid Solutions for the purchase and delivery of liquid de-icing chemicals, in the bid unit prices; and

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

**DATED** this 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois Municipal Corporation,

By: \_\_\_\_\_  
Haig Halebian, MAYOR

SEAL

ATTEST

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

PASSED: November 19, 2024  
APPROVED: November 19, 2024

Draft

**THE CITY OF CRYSTAL LAKE**  
**CONTRACT FOR THE PURCHASE AND DELIVERY OF**  
**LIQUID ANTI-ICING & DE-ICING CHEMICALS**

**BIDDER'S PROPOSAL**

Full Name of Bidder Kaplan Paving dba Kaplan Liquid Solutions ("Bidder")

Principal Office Address 34523 N. Wilson Road, Ingleside, IL 60041

Local Office Address 34523 N. Wilson Road, Ingleside, IL 60041

Contact Person Michael Krupka Telephone 219-477-0437

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

Attention: *Michael Wisinski – Public Works Manager*  
*SEALED BID: Liquid Anti-Icing & De-Icing Chemicals*

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 Liquid Anti-Icing & De-Icing Chemicals**; (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: January 1, 2025 – December 31, 2025**

Item	Unit	Estimated Quantity	Unit Price	
70% NaCl 30% BIO	Gallon	35,000	\$ 1.08	\$ 37,800.00
Liquid Calcium Chloride	Gallon	5,000	\$ .71	\$ 3,550.00
<b>BASE BID TOTAL:</b>				<b>\$ 41,350.00</b>

**Base Bid Total in writing: Forty One Thousand, Three Hundred and Fifty Dollars and no cents.**

**Optional Contract Extensions**

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

Item	Unit	Unit Price
70% NaCl 30% BIO	Gallon	\$1.10
Liquid Calcium Chloride	Gallon	\$ .73

SCHEDULE OF PRICES (CONT'D.)

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

Item	Unit	Unit Price
70% NaCl 30% BIO	Gallon	\$1.12
Liquid Calcium Chloride	Gallon	\$ .75

**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

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**Meeting Date:** November 19, 2024

**Item:** Vehicle Equipment Upfit – National Purchasing Partners (NPPGov) Contract #PS22170, for the aftermarket equipment upfit of two (2) 2024 Ford Super Duty Pickups and of one (1) 2024 Ford F550 Cab & Chassis at a total cost of \$190,607.00

**Staff Recommendation:** Motion to adopt a Resolution authorizing the City Manager to execute an agreement with Henderson Products, Inc., in Huntley, IL, for the aftermarket equipment upfit of two (2) 2024 Ford Super Duty Pickups and one (1) 2024 Ford F550 Cab & Chassis in the total amount of \$190,607.00 using NPPGov contract #PS22170, 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, Director of Public Works & Engineering

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**Background:**

On November 21, 2023, the City Council adopted Resolution 23R-126 authorizing the purchase of several trucks to be used by the Public Works Department. Three of the vehicles authorized for purchase by the resolution have arrived and now need to be upfitted with aftermarket equipment related to their intended functions within Public Works. The upfitted items include:

- Snow plow
- Salt spreader
- Liquid deicing system
- Hydraulic controls
- Dump body
- Emergency lighting

To upfit the vehicles with the appropriate equipment and fulfill the City's procurement requirements, the Public Works Department plans to use pricing from National Purchasing Partners (NPPGov) contract #PS22170.

City staff researched pricing for multiple aftermarket equipment installation contracts available through cooperatives with which the City is authorized to participate and determined that the contract pricing provided by Henderson Products, Inc. through the NPPGov is most advantageous

to the City. The table below illustrates the pricing of the recommended and alternative cooperative contracts.

<b>Vendor</b>	<b>Cooperative Contract Pricing</b>
Henderson Products, Inc.	\$190,607.00
Bonnell Industries, Inc.	\$244,812.24
Lindco Equipment Sales	\$245,898.00

As members of NPPGov, the City is able to take advantage of the contracts leveraged by the cooperative members' combined purchasing power, which significantly reduces costs. Participation in this cooperative was authorized by Resolution 17R-98.

**Recommendation:**

The Public Works Department recommends entering into an agreement with Henderson Products, Inc., using NPPGov contract #PS22170, for the aftermarket equipment upfit of two (2) 2024 Ford Super Duty Pickups and one (1) 2024 Ford F550 Cab & Chassis for a total of \$190,607.00.

**Votes Required to Pass:**

Simple Majority



## **RESOLUTION**

**WHEREAS** the City has taken delivery of two (2) 2024 Ford Super Duty Pickups and one (1) 2024 Ford F550 Cab & Chassis which now require the installation of aftermarket equipment related to their intended functions within Public Works; and

**WHEREAS** the City utilizes purchasing cooperatives and joint bids to combine purchasing power with other government agencies to reduce costs; and

**WHEREAS** the City Council has authorized participation in the National Purchasing Partners (NPPGov) cooperative; and

**WHEREAS** contract # PS22170, provided through NPPGov, offers pricing for the installation of aftermarket equipment specific to the trucks purchased by the Public Works Department

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

**BE IT FURTHER RESOLVED** that the City Manager is authorized to execute an agreement between the CITY OF CRYSTAL LAKE and Henderson Products, Inc. for the aftermarket equipment upfit two (2) new Ford Super Duty Pickup trucks and one (1) new Ford F550 Cab & Chassis in the amount of \$190,607.00; 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 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois Municipal Corporation,

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

SEAL

ATTEST

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

PASSED: November 19, 2024  
APPROVED: November 19, 2024

Draft



# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 4  
Quote #186128  
Rev #40

### Hydraulics Notes:

Force America One Kit  
Includes 5100 Spreader Controller  
Stainless Oil/Valve Enclosure  
Central Hydraulics to Run  
Plow  
Hoist DA  
PreWet  
Spinner  
Auger

Disclaimer: Paint not guaranteed to match OEM chassis color

IDC Paint Location: IDC-IL

Body Paint Type: Wet Paint

Wet Paint (Body): 8' MARK 3, RED, YELLOW, ORANGE - PRIME NOT INCLUDED

Wet Paint Stationary CS: Paint Stationary Cabshield (IL)

Paint Code & Color (from color charts): TBD WILL NEED PAINT CODE FROM CUSTOMER

Original package price: \$81,772.00

Total package w/applicable NPPGov discount: \$76,887.00

Freight: \$639.00

Package(s): 2

Total: \$155,052.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

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

### Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:  
[http://www.hendersonproducts.com/assets/Terms\\_of\\_Sale.pdf](http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf)







# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

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Quote #186128  
Rev #40

### Liquid Details:

Chassis Accessories: **Yes** (SELECT RELATED OPTIONS BELOW)  
Mudflaps (Rear): **Swinging w/Logo**  
Mudflap Type (Rear): **36" Swinging, SS (with LOGO)**  
Fenders: **1 Ton, Poly Fenders, SS Mount**  
Pintle Plate: **Yes** (select from options below)  
Pintle Plate Configuration: **1 Ton, 5/8" Plate, 2" Recvr (w/3LTC)**  
Pintle Plate D-Rings: **Qty (2) 5/8" D-rings**  
Pintle Hook: **2" Combination, 10 Ton**  
Trailer Plug (1): **7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)**  
Truck Wash: **Complete Truck Wash/Clean/Vac 1**  
Warranty: **Standard 1 Year Warranty**  
Inspection: **Walk-around meeting only**  
Reflective Tape: **Reflective Tape, Henderson Logo (60' Linear)**

Electrical: **Yes** (SELECT RELATED OPTIONS BELOW)  
Power Distribution Panel: **Power Distribution Panel**  
Worklight(s) QTY: **(QTY 1) Work Light (Select type below)**  
Worklight (1) Type: **LED, Worklight, 4in Round (Optilux)**  
Worklight (1) Gen Location: **Rear Spinner**  
Cabshield Warning Light Qty: **Qty 8 Lights (Order Holes with Unit)**  
Cabshield Warning Lights: **QTY 8, 6" LED Oval Strobes, Amber (order holes w/unit)**  
Cabshield S/T/T: **QTY 2, 6.5" LED S/T/T for Cabshield (order boxes w/unit)**  
Cabshield Lighting Harness: **Cabshield Warning (qty 8-10) & STT**  
Rear Dump Bolster (S/T/T): **LED S/T/T/BU, MK3, Grote harness light kit**  
OEM Light Remount: **Remount OEM Chassis Lights**  
Rear Dump Bolster Strobes: **6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)**  
Back up alarm: **Backup Alarm, 97db**  
Body up switch/light: **Body UP Switch/Body Up Light (Trucklite)**  
Backbone & Wire Standoffs: **10' Backbone (For SA)**  
Camera: **Camera supplied with chassis**

### Electrical Spec Notes:

AMBER/WHITE FLASHING LIGHTS - CHECK WITH CUSTOMER FOR PREFERENCE

Hydraulics: **1 ton package**  
Hydraulic System Type: **Central Hydraulic System (Transmission Mnt)**  
System Spec/Quote: **Force America QT001-2007268-1**  
Valve Enclosure Type: **Supplied With Hydraulics**  
SS Tubing Upgrade: **1 Ton Kit (w/spreader)**  
Quick Coupler Upgrade: **Stainless Steel Quick Couplers**  
Front Plow Lift Q-Coup Upg: **(2PR) Frnt Plow Lift Q-Coupler**  
Spinner Q-Coup Upg: **(2PR) Spinner Q-Coupler (1S)**  
Auger Q-Coupler Upg: **(2PR) Auger Q-Coupler**  
Prewet Q-Coupler Upg: **(1PR) Prewet Q-Coupler**







# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 2  
Quote #186128  
Rev #40

### Installation Workup

Facility: IDC-IL

Chassis Delivery To Henderson: Truck Dealer/Customer Delivers

Completed Truck Delivery Method: Henderson Delivers (100 miles or less)

Front Plow Type: Western/Fisher Type Plow

Western/Fisher Plow Spec: WESTERN 9ft. PRO PLUS PLOW WITH CENTRAL HYDRAULICS

Plow Options 1: LED PLOWLIGHTS

Plow Options 2: Rubber Flap

Plow Options 3: Curb Guards Pair 43885

Dump Body Type: Mark Three

Floor Length: 8' floor length

Hoist Type: Benchpress Scissor Hoist W/ Subframe

Cylinder Type: Double Acting

Body Material (Sides/ends): Stainless Steel Type Body Material

Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit

Grab Handle(s): (2) IDC supplied/installed grab handles (select type below)

Grab Handle 1 Type: SS 12" grab handle

Grab Handle 2 Type: SS 12" grab handle

Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)

Ladder Install Style (Dump) 1: 3 Step Pull Out

Ladder Install Loc 1 (Dump): Passenger Side Front

Fuel Fill Neck Mod, Ford/Dodge: Yes

### Body Spec Notes:

LADDER AND GRAB HANDLE INSTALL PLEASE REFERENCE PREVIOUS CRYSTAL LAKE  
SERVICE JOB FOR CORRECT PLACEMENT

Spreader Type: TGS

TGS Drive Type: Hydraulic Drive

TGS Spinner Configuration: Single Spinner Install

TGS Body Type: Standard straight gate body install

TGS mounting type: STD TGS brackets (supplied with unit)

TGS Tailgate Props: Tailgate prop, Stainless

HYD QD Mount Brackets: Stainless Steel QD Mount in front of dump body bolster

Prewet/Liquid System: Frame Mount Prewet System

Configuration: IDC Supplied (sales to quote from vendor)

Vendor Supplied Kit: 80 Gallon Frame Mount Liquid Tank

Install Location: Cradle Mount (verify fit or CA/CT if Req'd)

Drive Configuration: Hydraulic Drive, Vendor Supplied (sales to quote w/ hyd)

Controls: Supplied by IDC (sales to order w/ hyd cntrls)

Flush Kit: Supplied by factory, Installed @ IDC (sales to order w/unit)

Liquid Options 1: Add Flush Kit 2.5 Gallon





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Quote #186128  
Rev #40

To: CITY OF CRYSTAL LAKE, IL  
Attn: Thomas Dunn  
Quote Date: 10/31/2024  
Valid Until: 1/29/2025  
NPPGov Contract# PS22170  
NPPGov #: M-5712611  
Quoted:  
Crystal Lake One Ton Build

Quoted By: Chris Fack  
Phone: 847-836-4996  
Cell: 847-754-5035  
Fax: 563-927-7108  
Email: cfack@hendersonproducts.com

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Mark III utility sized single axle dump body

Body Length: 8' body length  
Side / Tailgate Height: 18" side height / 24" tailgate height 3.2/4.2 yd  
Hoist Type: Scissor hoist, NTEA class 20 (Req's Min 3250 PSI)  
Side Construction: Double Wall 12 ga FIXED Sides  
Optional Sides/Ends Materials: 201SS sides and ends  
Optional Floor Materials: 3/16" AR400 floor ILO std grade 50  
Tailgate Style: Quick Release handle in Center of Tailgate  
Headsheet Type: Straight headsheet with integral 53" cabshield clearance  
Integral Cabshield Notice: !!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!!

- Option 1 Description: 1 EXTRA LIGHT HOLE IN REAR BOSTERS
- Option 2 Description: 4fwd facing Light Holes Evenly Spaced
- Option 3 Description: 4 rwd Lights Holes
- Option 4 Description: 1Light Hole Each Side Cabshield
- Option 5 Description: SOLID HEADSHEET NO HOLES
- Option 6 Description: LADDER,PULL-OUT,2 STEP 113510.304
- Option 7 Description: LADDER SHIPPED LOOSE

### TGS salt / sand spreader

TROUGH MATERIAL: 201SS  
AUGER SIZE AND TYPE: 6" dia. auger, direct drive  
MOUNTING BRACKETS: Standard Mount Kit 96" Width  
AUGER SPEED SENSOR: Auger speed sensor  
Option 1 Description: ADD SLURRY TUBE

### PWS liquid pre-wetting system

Power Source: Hydraulic Powered Pump  
Application: Munibody  
Product Size: Munibody 9ft RDO  
Control Box: No Valve, Hydraulic Powered Pump and Flow Meter  
Pump: Standard 4.1 GPM Bronze Gear Pump







# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 1  
Quote #186266  
Rev #10

To: CITY OF CRYSTAL LAKE, IL  
Attn: Thomas Dunn  
Quote Date: 11/8/2024  
Valid Until: 2/6/2025  
NPPGov Contract# PS22170  
NPPGov #: M-5712611  
Quoted:

Quoted By: Chris Fack  
Phone: 847-836-4996  
Cell: 847-754-5035  
Fax: 563-927-7108  
Email: cfack@hendersonproducts.com

Crystal Lake One Ton Build Water Dept. DUMP ONLY

Henderson Products is pleased to present the following quote. Please contact us if you have any questions.

### Mark III utility sized single axle dump body

Body Length: 11' body length  
Side / Tailgate Height: 13" side height / 19" tailgate height 3.1/4.6 yd  
Hoist Type: Scissor hoist, NTEA class 40 (Req's Min 3250 PSI)  
Pump Pack: Double acting electric/hydraulic pump pack  
Side Construction: Single Wall 10 ga Quick Release FOLD DOWN Sides  
Optional Sides/Ends Materials: 201SS sides and ends  
Optional Floor Materials: 3/16" AR400 floor ILO std grade 50  
Tailgate Style: Quick Release handle offset toward curb side  
Coal Chute: 201SS steel, 9" x 12"  
Coal Chute Location: Installed in Center of Tailgate  
Headsheet Type: Straight headsheet with integral 53" cabshield clearance  
Integral Cabshield Notice: !!!DEALER TO VERIFY CHASSIS CAB CLEARANCE PRIOR TO ORDER!!!  
Option 1 Description: LADDER,PULL-OUT,2 STEP 113510.304 LADDER SHIPPED LOOSE  
Option 2 Description: 4fwd facing Light Holes Evenly Spaced  
Option 3 Description: 4 rwd Lights Holes  
Option 4 Description: 1Light Hole Each Side Cabshield

### Installation Workup

Facility: IDC-IL  
Chassis Delivery To Henderson: Truck Dealer/Customer Delivers  
Completed Truck Delivery Method: Henderson Delivers (100 miles or less)  
Chassis Make: Ford  
Useable CA/CT: 84in. CA REQUIRED

Dump Body Type: Mark Three  
Floor Length: 11' floor length  
Hoist Type: Benchpress Scissor Hoist W/ Subframe  
Cylinder Type: Double Acting  
Body Material (Sides/ends): Stainless Steel Type Body Material  
Cabshield Install: Supl'd by fact, welded to body @ IDC, sales to order w/ unit  
Grab Handle(s): (2) Factory supl'd, install @ IDC (Sales to order with unit)  
Ladder(s): Supplied by factory, Install @ IDC (sales to order w/ unit)





# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 2  
Quote #186266  
Rev #10

Ladder Install QTY (Dump): (1) LADDER INSTALLED @ IDC (LABOR ONLY)  
Ladder Install Style (Dump) 1: Fold Down Side Ladder  
Ladder Install Loc 1 (Dump): Passenger Side Front  
Fuel Fill Neck Mod, Ford/Dodge: Yes

### Body Spec Notes:

Chassis Accessories: Yes (SELECT RELATED OPTIONS BELOW)  
Mudflaps (Rear): Swinging w/Logo  
Mudflap Type (Rear): 36" Swinging, SS (with LOGO)  
Fenders: 1 Ton, Poly Fenders, SS Mount  
Pintle Plate: Yes (select from options below)  
Pintle Plate Configuration: 1 Ton, 5/8" Plate, 2" Recvr (w/3LTC)  
Pintle Plate D-Rings: Qty (2) 5/8" D-rings  
Pintle Hook: 2" Combination, 10 Ton  
Trailer Plug (1): 7 Pin Trailer Plug, Truck end 7-Way RV, new style (municipal)  
Tool Box: Qty 1 Toolbox (Select type below)  
Toolbox (1) Type: 18"x18"x24" Polished SS Tbox + SS Brkts  
Tool Box Location 1: Passenger side  
Truck Wash: Complete Truck Wash/Clean/Vac 1  
Warranty: Standard 1 Year Warranty  
Inspection: Walk-around meeting only  
Reflective Tape: Reflective Tape, Henderson Logo (60' Linear)

Electrical: Yes (SELECT RELATED OPTIONS BELOW)  
Power Distribution Panel: Power Distribution Panel  
Worklight(s) QTY: (QTY 1) Work Light (Select type below)  
Worklight (1) Type: LED, Worklight, 4in Round (Optilux)  
Worklight (1) Gen Location: On rear of body  
Cabshield Warning Light Qty: Qty 10 Lights (Order Holes with Unit)  
Cabshield Warning Lights: QTY 10, 6" LED Oval Strobes, Amber (order holes w/unit)  
Cabshield Lighting Harness: Cabshield Warning Lights Only (qty 8-10)  
Rear Dump Bolster (S/T/T): LED S/T/T/BU, MK3, Grote harness light kit  
OEM Light Remount: Remount OEM Chassis Lights  
Rear Dump Bolster Strobes: 6" LED Oval Strobes, Amber, 1 PR, (order holes w/unit)  
Rear Dump Bolster Light Boxes: Single Oval, 6" SS Lightboxes, Pair, Externally Mounted  
Back up alarm: Backup Alarm, 97db  
Body up switch/light: Body UP Switch/Body Up Light (Trucklite)  
Backbone & Wire Standoffs: 10' Backbone (For SA)  
Camera: Camera supplied with chassis

### Electrical Spec Notes:

Hydraulics: 1 ton package







# HENDERSON

PRODUCTS, INC.

11921 SMITH DRIVE  
HUNTLEY, IL 60142  
PHONE: 847-836-4996  
FAX: 563-927-7108

## CUSTOMER QUOTE

Page 3  
Quote #186266  
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Hydraulic System Type: 12v Power Pack (sales to order with unit)  
Quick Coupler Upgrade: Standard Quick Couplers  
Hyd Options 5: Paint Ladder and Grab Handles

### Hydraulics Notes:

Disclaimer: Paint not guaranteed to match OEM chassis color

IDC Paint Location: IDC-IL  
Body Paint Type: Wet Paint  
Wet Paint (Body): 11' MARK 3, RED, YELLOW, ORANGE - PRIME NOT INCLUDED  
Wet Paint Stationary CS: Paint Stationary Cabshield (IL)  
Wet Paint Color Upg: Red Wet Paint ILO Base Color (IL)  
Paint Code & Color (from color charts): NEED COLOR CODE FROM CUSTOMER

Original package price: \$39,284.00  
Total package w/applicable NPPGov discount: \$35,244.00  
Freight: \$311.00  
Package(s): 1  
Total: \$35,555.00

Due to the volatility in material costs and chassis delays, pricing is subject to change at time of manufacturing and/or upfit.

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

### Quote notes:

Henderson offers a deposit program with additional discounts. Please contact your Henderson sales representative for more details.

All Terms and Conditions Apply. Terms of Sale Document available at:  
[http://www.hendersonproducts.com/assets/Terms\\_of\\_Sale.pdf](http://www.hendersonproducts.com/assets/Terms_of_Sale.pdf)





## Agenda Item No: 15

### City Council Agenda Supplement

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**Meeting Date:**

November 19, 2024

**Item:**

Resolution Amendment – GPS/AVL/Camera Lease

**Staff Recommendation:**

Motion to amend the Resolution (Res.23R-18) for the lease of GPS/AVL/Camera equipment from Samsara Inc. through the Sourcewell Purchasing Cooperative, Contract #020221-SAM

**Staff Contact:**

Michael Magnuson, Director of Public Works & Engineering

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**Discussion:**

On February 7, 2023, the City Council adopted Resolution 23R-18 authorizing the City Manager to execute a three-year agreement with Samsara Inc. for the lease of Global Positioning System (GPS)/Automatic Vehicle Location (AVL) and Camera Equipment to improve vehicle monitoring capabilities and increase operational efficiency. This contract was awarded to Samsara by the Sourcewell Purchasing Cooperative, a cooperative with which the City Council has approved City participation.

The Public Works and Engineering Department utilizes the GPS/AVL equipment leased through this contract on all of its vehicles, especially during winter snow and ice operations to monitor progress and road conditions. Divisional supervisors report that the use of these devices has helped with the efficient allocation of assets in real time.

The agreement with Samsara was for a three-year term, and the resolution was approved for a not-to-exceed amount of \$64,685.40 for the full term of the contract. Because of the positive feedback and constructive use of the GPS/AVL equipment, the City would like to expand the use of the GPS system to other vehicles and equipment. In order to expand the program, an increase in the contract not-to-exceed amount is required. Staff is requesting an increase of \$6,735.05 to a revised contract value of \$71,420.45 in order to lease additional GPS/AVL equipment.

**Recommendation:**

It is the recommendation of City staff that the annual not-to-exceed amount in Resolution 23R-18 be increased from \$64,685.40 to \$71,420.45.

**Votes Required to Pass:**

Simple majority



## **RESOLUTION**

**WHEREAS** On February 7, 2023 the City Council adopted Resolution 23R-18 authorizing the City Manager to execute an agreement with Samsara, Inc. for the leasing of GPS/ALV/Camera devices for the use in Public Works vehicles; and

**WHEREAS** City staff would like to increase the number of GPS/AVL units it is currently leasing in order to equip additional vehicles and equipment with GPS/AVL devices; and

**WHEREAS** Resolution 23R-18 limited the contract for the lease of GPS/AVL devices from Samsara, Inc. to a total not-to-exceed amount of \$64,685.40; and

**WHEREAS** in order for the City to lease additional GPS/AVL from Samsara, Inc. it is necessary to increase the authorized total non-to-exceed value of the agreement;

**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 Resolution 23R-18, which authorized the City Manager to execute an agreement between the CITY OF CRYSTAL LAKE and Samsara, Inc. for the leasing of GPS/ALV/Camera devices and which limited the contract price to a not-to-exceed amount of \$64,685.40 shall be amended to increase the total not-to-exceed contract amount from \$64,685.40 to \$71,420.45.

**DATED** this 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

Haig Haleblian, MAYOR

SEAL

ATTEST

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

PASSED: November 19, 2024

APPROVED: November 19, 2024





## RESOLUTION

**WHEREAS,** the CITY OF CRYSTAL LAKE has identified the need for GPS/AVL/Camera technology in the Public Works vehicles that allows for improved deployment of manpower and vehicles; and

**WHEREAS** it is beneficial to the CITY OF CRYSTAL LAKE to upgrade GPS/AVL/Camera devices in the Public Works vehicles in order to maximize the value of city assets, provide data which can be used to improve vehicle maintenance and snow plow route efficiency, and to provide information to snow event supervisors to deliver a high level of service; and

**WHEREAS** the CITY OF CRYSTAL LAKE thoroughly evaluated multiple GPS/AVL/Camera providers and installed equipment from two providers for a test period; and

**WHEREAS** the most qualified proposer was Samsara Inc. listed through Sourcewell Contract #020221-SAM;

**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 three-year (3) Agreement with Samsara Inc. for a not to exceed amount of \$64,685.40

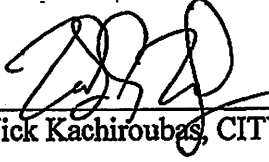
**DATED** this 7<sup>th</sup> day of February, 2023.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By:   
Haig Haleblian, MAYOR

SEAL

ATTEST



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Nick Kachiroubas, CITY CLERK

PASSED: February 7, 2023

APPROVED: February 7, 2023



## Agenda Item No: 16

### City Council Agenda Supplement

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**Meeting Date:**

November 19, 2024

**Item:**

Designation and Auction Sale of Surplus Property

**Staff Recommendation:**

Motion to Adopt a Resolution:

1. Designating the items identified in Exhibit "A" as surplus property, and
2. Authorizing surplus items to be disposed of as designated in Exhibit "A," and
3. Authorizing the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of City surplus property, and
4. Authorizing surplus items not sold, donated, or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City's scrap metal policy.

**Staff Contact:**

Jodie Hartman, Director of Finance

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**Background:**

The City of Crystal Lake periodically coordinates the selling of surplus City equipment. A list of property proposed as surplus, to be destroyed, dismantled or sold through a public online bidding process or brokerage sale, is attached as Exhibit "A". Exhibit "A" identifies a list of surplus non-utilized pieces of equipment which have been submitted by various City departments. The designation of equipment as surplus and subsequent auction sales of equipment provides the following benefits to the City:

- 1) Designating equipment as surplus allows the City the ability to make space available currently occupied by the non-utilized equipment.
- 2) Partnerships with auction firms minimizes the costs and time required to sell the equipment through a bidding process. These costs include advertising, publishing legal notification, and staff time required to show the equipment. The associated cost to the City by utilizing Obenauf Auction Service, Inc. is a 3% commission for all items sold.
- 3) Participation in auction sales provides an additional avenue for the sale of the surplus equipment and vehicles to increase the likelihood that the City will maximize its return on the sale of the items.

The items in Exhibit “A” marked for sale will be sold through auction through the City’s broker, Obenauf Auction Service, Inc. Items marked as junk/destroy or dismantle for parts have been determined by the department head to have minimal or no value. Additionally, certain Police Department items have been marked for destruction in order to ensure the security of confidential information.

**Recommendation:**

It is the recommendation of staff to designate the items in Exhibit “A” as surplus, to authorize the City Manager to execute an agreement with Obenauf Auction Service, Inc. for the sale of the surplus items through a public online bidding process administered by Obenauf with a 3% sales commission for all items sold, and to authorize the destruction or dismantling of the surplus items as indicated.

**Votes Required to Pass:**

Simple majority



Res.

## RESOLUTION

**WHEREAS** the CITY OF CRYSTAL LAKE from time to time designates surplus items that are no longer needed or obsolete; and

**WHEREAS** disposing of said items provides revenue and utilization of an online auction service increases the likelihood that the City will maximize its return on the sale of the items.

**NOW THEREFORE BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE** that the items identified in Exhibit “A” be and are hereby designated as surplus; and

**BE IT FURTHER RESOLVED** that the surplus items are to be disposed of as designated in Exhibit “A;” and

**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute an agreement with Obenauf Auction Service, Inc. for auction services pertaining to items listed on “Exhibit A” for a 3% sales commission; and

**BE IT FURTHER RESOLVED** that any items not sold or whose proposed auction price is less than a scrap price, be scrapped in accordance with the City’s scrap metal policy.

**DATED** this 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

By: \_\_\_\_\_  
Haig Haleblan, MAYOR

SEAL  
ATTEST

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CITY CLERK

PASSED: November 19, 2024

APPROVED: November 19, 2024

Draft

Exhibit A

DEPT	QTY	ITEM	YEAR	MAKE	MODEL/MANUFACTOR	SERIAL NO	REASON FOR DISPOSAL	DISPOSITION ACTION REQUIRED
Three Oaks	4	Trolling Motors		Minnkota	Endura C2		Obsolete	Dismantle for Parts
Three Oaks	1	Wet/Dry Vac	2018	Nilfisk	Viper	US4855644G	Obsolete	Junk/Destory
Three Oaks	9	Trolling Motors		Minnkota	Endura C2		Obsolete	Dismantle for Parts
Public Works	1	2007 Toyota camry LE, 4 Door	2007	Toyota	Camry	4T1BE46K37U139676	Retired	Sale
Public Works	1	2013 Ford Taurus, 4 Door Sedan	2013	Ford	Taurus	1FAHP2D86DG191632	Retired	Sale
Police Dept	5	Metal Step Ladders					No longer needed	Sale
Police Dept	89	Programmed Radios		Motorolla	XTS100	687CND2245-687CND2256	Outdated Technology	Sale
Police Dept	19	AED's		Cardiac Science Powerheart	G3	4286592	OOW/Malfunctioning	Junk/Destroy
Police Dept	1	Flashbang Pole					No longer needed	Sale
Police Dept	11	Utility Belts					No longer needed	Sale
Police Dept	9	Body-Worn Cameras		Viewu		LE2-000426	Outdated Technology	Junk/Destroy
Police Dept	1	Body-Worn Cameras		Watch Guard	Vista	VCH2-009251	Outdated Technology	Junk/Destroy
Police Dept	5	Portable Water Bladders					No longer needed	Sale
Police Dept	1	Weather Alert Radio			Radio Shack	36417	No longer needed	Sale
Police Dept	1	Fitness Bike		Marcy	Apex ME709	55014-12017	No longer needed	Sale
Police Dept	11	Ballistic Helmets					No longer needed	Sale
Police Dept	62	Non-Ballistic Tactical Riot Helmets with Face Shields					No longer needed	Sale
Police Dept	2	Sledgehammers					No longer needed	Sale
Police Dept	2	Stop Sticks					No longer needed	Junk/Destroy
Police Dept	47	Taser Cartridge Holders					No longer needed	Sale
Police Dept	37	taser X26 Holsters					No longer needed	Sale
Police Dept	9	Magazine Holder					No longer needed	Sale
Police Dept	32	1.4 Ounce OC Spray Holder					No longer needed	Sale
Police Dept	1	Portable Pamplet Display					No longer needed	Sale
Police Dept	8	Plastic Goggles					No longer needed	Sale
Police Dept	1	Body Worn Camera		Axon	Flex Camera	X78072959	Outdated Technology	Junk/Destroy
Police Dept	1	Radar unit			Stalker-Dual	DC093295	Does not work	Sale
Police Dept	19	Radio Headsets					No longer needed	Sale
Police Dept	4	High Colume OC Containers					No longer needed	Junk/Destroy
Police Dept	1	Leg Press Machine			Life Fitness		No longer needed	Sale
Police Dept	6	Flashbang Pouch					No longer needed	Sale
Police Dept	6	Gas mask Holder					No longer needed	Sale
Police Dept	21	Pistol Holster and Rifle Magazine Carriers					No longer needed	Sale
Police Dept	1	In-Squad Docking Station			Havis	0317-P420-7450	Does not work	Sale
Police Dept	6	Duffle Bags					No longer needed	Sale
Police Dept	11	Pr24 Batons					No longer needed	Junk/Destroy
Police Dept	2	AEDs		Cardiac Science Powerheart	G3	4273780, 4330099	OOW/Malfunctioning	Junk/Destroy
IT	173	PC's		Various	Various	Various	Obsolete	Junk/Destroy
IT	37	Network Equipment		Various	Various	Various	Obsolete	Junk/Destroy
IT	38	A/V Equipment		Various	Various	Various	Obsolete	Junk/Destroy
IT	45	Mobile Devices		Various	Various	Various	Obsolete	Junk/Destroy
IT	45	Monitors		Various	Various	Various	Obsolete	Junk/Destroy
IT	28	Multi Function Devices		Various	Various	Various	Obsolete	Junk/Destroy
IT	16	Uninterruptible Power Supplies		Various	Various	Various	Obsolete	Junk/Destroy
CMO	12	Office furniture					Obsolete	Junk/Destroy



**Agenda Item No: 17**

**City Council  
Agenda Supplement**

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**Meeting Date:**

November 19, 2024

**Item:**

Water Meter Replacement Program

1. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Veregy, LLC
2. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Aclara Technologies, LLC
3. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Core & Main, LP
4. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Ferguson Waterworks, LLC
5. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization to enter into a contract with Vertex One, LLC
6. Ordinance amending Section 515, Water and Sewer, of the City Code

**Staff Recommendation:**

1. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization for the City Manager to enter into a contract for Residential and Commercial Water Meter Replacement Program Services Phase 2 to Veregy, LLC, in the amount of \$6,387,929.00 that includes a 5% contingency for unforeseen changes.
2. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization for the City Manager to enter into a contract for water endpoints and software annual fees to Aclara Technologies, LLC, in the amount of \$1,434,646.43, allowing for a 5% contingency for unforeseen changes.
3. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization for the City Manager to enter into a contract for iPERL water meters to



Core & Main, LP, in the amount of \$1,732,950 allowing for a 5% contingency for unforeseen changes.

4. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization for the City Manager to enter into a contract for Neptune water meters to Ferguson Waterworks, LLC, in the amount of \$683,434.80, allowing for a 5% contingency for unforeseen changes.

5. Ordinance waiving the competitive bidding requirements under City Code Section 102-3 and authorization for the City Manager to enter into a contract for a customer portal to Vertex One, LLC, in the amount of \$31,025.00, allowing for a 5% contingency for unforeseen changes.

6. Ordinance amending Section 515, Water and Sewer, of the City Code

**Staff Contact:**

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

Jodie Hartman, Director of Finance/Treasurer

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**Background:**

The City of Crystal Lake owns and maintains approximately 14,000 water meters installed in residential, commercial, and industrial buildings using City water. Water meters reach the end of their life cycle around 20 years. As meters age, they begin to record less water than the actual use or stop reporting water use altogether. Ninety-percent (90%) of the City's meters will be between 17 and 27 years old in 2025 and some have already started to fail.

*Existing Technology and Equipment*

The current technology the City uses for gathering the meter readings is called Automated Meter Reading (AMR) that requires City staff to drive by every house and business once a month to collect the water meter reading. After being collected in the field, the meter data is brought back to City Hall on a mobile computer and is then downloaded and processed by the Finance Department. If there is an issue with the reading data, or an additional read is required during the month, City staff return to the property to collect an additional read.

The current meters have a reading device which allows for the meters to be read via AMR. The majority of the City's AMR reading devices have reached their expected life cycle and each year a larger percentage of AMR devices are expected to fail, leaving the City unable to collect reads via AMR. In order for the City to continue reading meters via the AMR system, the City would have to replace the AMR reading devices which cannot be changed without replacing the meter because they are integral to the meter body. Therefore, new meters and reading devices are critical infrastructure that must be upgraded to continue to collect reads for water billing.

*New Technology and Equipment*

Advanced Metering Infrastructure (AMI) is an updated technology that most communities are transitioning to during their meter replacement projects. AMI allows for hourly water meter reads

to be transmitted directly to utility billing, eliminating the need for the City to roll trucks to collect reads for billing. There are many benefits AMI provides. The following are some of the benefits other communities have reported upon completion of projects.

- Accurate billing
- Reduced costs
- Improved customer experience
- Enhanced control and transparency
- Lowered environmental impact
- High level water system analysis
- Near real time customer leak detection

**Consultant Selection Process (Phase 1):**

The Public Works and Engineering Department followed the City’s Purchasing Policy to solicit proposals from firms for phase 1 of this project. City Staff advertised for submittals and performed interviews in February of 2024. Staff received submittals from Veregy, Baxter and Woodman, and Vass Solutions. All three consultants were interviewed. Each consultant proposed different business models for completing the work. Only one consultant, Veregy, offered the services, experience, and resident communication needed to complete all aspects of the needed project scope and would not overburden staff resources. The results of the interview ranking for phase 1 of this project are listed below.

**Residential and Commercial Water Meter Replacement Program Services - Interview Ranking**

Proposal Ranking Excellent = 4 Good = 3 Meets minimum expectations = 2 Does not meet all expectations = 1 Service Not offered = NA (0)	Committee's Relative Weight of Importance	Veregy v		Baxter & Woodman		Vass	
		Rating (0-4)	Weighted Rating	Rating (0-4)	Weighted Rating	Rating (0-4)	Weighted Rating
Criteria	(1-10)						
Presented an approach that demonstrated ability to perform phase 1 scope tasks.	10	4.00	40.00	1.00	10.00	2.25	22.50
Presented an approach that demonstrated ability to perform phase 2 scope tasks.	10	4.00	40.00	2.50	25.00	2.50	25.00
Excellent relationships with all water meter and AMI vendors and understanding of offerings.	9	4.00	36.00	2.75	24.75	1.75	15.75
Company history of recent projects in the Chicagoland area for water meter projects.	8	4.00	32.00	3.00	24.00	0.25	2.00
Communication plan with residents to ensure a successful project	8	4.00	32.00	3.50	28.00	2.50	20.00
Strategy to implement project with the consultant as primary contact and city staff as secondary source of information.	7	3.75	26.25	3.25	22.75	1.50	10.50
Experience with identifying project roadblocks and overcoming the issue.	5	3.75	18.75	2.50	12.50	3.25	16.25
Total Weighted Rating	57		225.00		147.00		112.00
<b>INTERVIEW RANKING</b>		<b>3.95</b>		<b>2.58</b>		<b>1.96</b>	

v Recommended Proposer

The staff at Veregy have been responsible for the meter replacement projects of Hanover Park, Hoffman Estates, Elmhurst, and many more communities in the Chicago suburbs over the past decade. Veregy’s business model includes a turnkey approach to water meter replacement

programs, starting with testing, an investment grade audit, investigations of different water meter vendors & communication technology, developing a communication plan, contractor selection, project scheduling & management, and staff training on the selected system. The other consultants offered some of the services of Veregy's turnkey model, but did not have experience or expertise in all of the essential scope items. Veregy's model was the best fit based on experience, expertise, and excellent customer service as reported by other communities who have worked with this team.

City staff felt that Veregy's proposed fee and scope of services for phase 1 of this project was appropriate for the work expected by the City and at its meeting on May 21, 2024, the City Council adopted Resolution 2024-R-18, awarding the contract for phase 1 of the water meter replacement project to Veregy. The phase 1 contract was for Veregy to complete the investment grade audit (IGA) to evaluate the existing City meters & AMR system compared to other meter & AMI providers. In order to perform the IGA, Veregy contracted with an installer to randomly replace approximately 70 meters. Veregy and City staff identified the requirements of the new meter/AMI system and negotiated the lowest proposals from multiple meter/AMI vendors for the implementation of the full project.



## **Proposed Project Management Selection Process (Phase 2):**

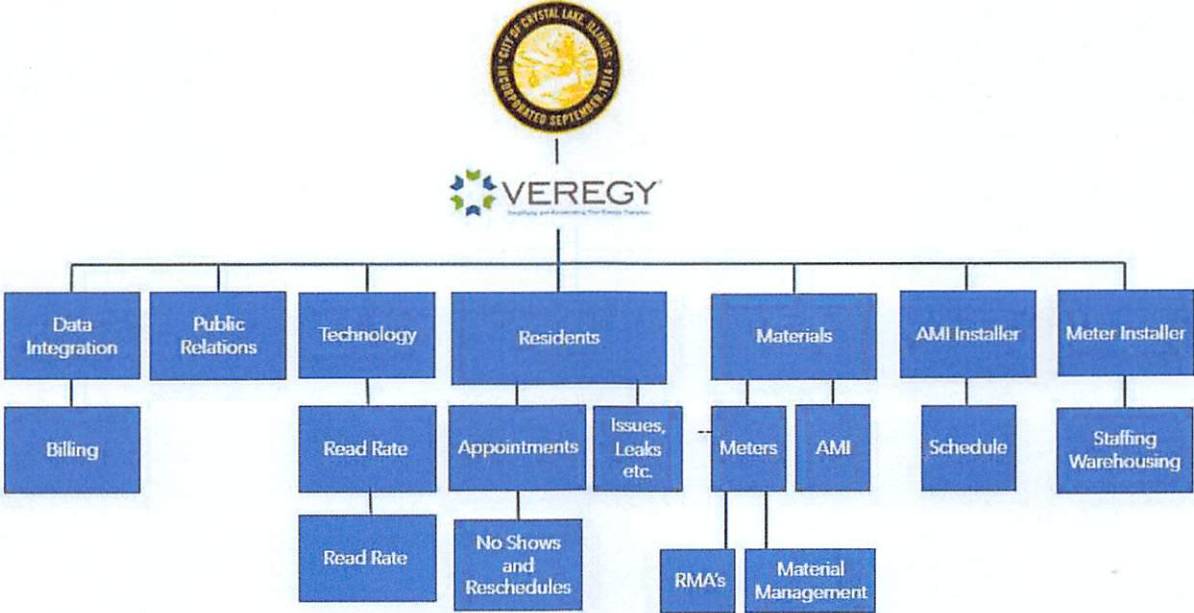
Veregy was selected to complete phase 1 of the water meter replacement project following the City's Purchasing Policy to solicit proposals from multiple firms. After interviews, Veregy stood out as the one firm that had the most experience and expertise in Illinois to design and implement a successful water meter and AMI project. Veregy has successfully completed full water meter replacement and AMI implementation projects for the below communities. This team completed all projects within one year and finished under budget with contract savings going back to the community. Veregy guarantees a 99% completion rate leaving City staff with a very manageable number of accounts to settle at the end of the project. Staff requested contact information for the listed communities and reached out and received only positive feedback about the Veregy team and their proven approach to these sensitive projects.

Utility / Contact	Project Duration	Contract Meter Quantity	As Built Meter Quantity	Project Completion %	Contract Cost Savings at Completion
Village of Hanover Park	10 Months	10,882	10,970	99.73%	\$75,000
Village of River Forest	7 Months	3,992	3,987	99.68%	\$80,000
Village of Hoffman Estates	1 year	16,399	16,322	99.53%	\$200,000
Elk Grove Village	1 year	12,339	12,279	99.51%	\$300,000
Village of Oak Lawn	1 year	17,070	17,025	99.74%	\$15,000
City of Elmhurst	1 year	16,992	16,777	99.82%	\$100,000
Village of Lake Zurich	8 Months	6,630	6,840	99.13%	\$5,000
Village of Palatine	1 year	19,000	18,923	99.59%	\$75,000
Village of Buffalo Grove	1 year	11,916	11,960	99.67%	\$148,000
Village of Glenview	1 year	15,925	16,684	99.50%	\$409,000
Total:		131,145	131,767		\$1,407,000

Veregy provides a turnkey approach verse the traditional bid spec approach having all the necessary tasks and responsibilities to complete these projects fall under their umbrella. Veregy handles all components of the projects shifting the risk from the City to Veregy. Below is a diagram that lists the specific tasks that make up these projects all handled by Veregy eliminating the need for City staff to individually contract and manage each specific area of the project saving time and money. Veregy utilizes a competitive bidding process to ensure the best qualified partners are in place for a successful outcome at project completion.

This project is unique and unlike all other City projects because of the requirement to access every home/business, and because of the various tasks required to guarantee a successful implementation. To name a few important tasks, Veregy is responsible for the data integration process and coordination into the AMI software and BS&A to ensure correct billings go out. They also manage all contractors and guarantee the costs and schedules do not exceed what is expected.

Veregy creates a full public relations campaign for our customers to inform the public of the upcoming project making them confident in the authenticity of the program to allow access into homes and businesses to change the meter and install the required equipment to automatically be able to read meters. Veregy also educates our customers on the benefits of this project and how the City is providing them with new ways to manage and track individual water usage and how the new system will provide alerts, ultimately reducing high water bills resulting from unknown leaks saving our customers money while reducing our overall water loss percentage.





The table below lists all costs charged through Veregy, including meter installations by a contractor. Refer to Exhibit 6 for all contracts and charges.

Item	Quantity	Unit Cost	Extended Cost
Install 5/8" & 3/4" Meter	12,324	\$ 222.82	\$ 2,746,025.82
Install 1" Meter	946	\$ 222.82	\$ 210,787.12
Install 1.5" Meter (Flanged)	239	\$ 614.24	\$ 146,804.31
Install 2" Meter (Flanged)	320	\$ 632.06	\$ 202,260.49
Install 3" Meter	82	\$ 1,973.75	\$ 161,847.54
Install 4" Meter	26	\$ 2,355.31	\$ 61,237.94
Install 6" Meter	4	\$ 5,474.12	\$ 21,896.47
Install 8" Meter	4	\$ 8,210.97	\$ 32,843.86
Sensus IPERL Meter Retrofit	71	\$ 171.35	\$ 12,165.62
Veregy IGA, Mobilization, PR, AMI Network, Data Integration, Eng. PM, Training, Bond, Warranty, Insurance	1	\$ 2,522,809.83	\$ 2,522,809.83
<b>Sub-Total</b>			<b>\$ 6,118,679.00</b>
Credit for BS&A Report Charge	1	\$ (750.00)	\$ (750.00)
Out of Scope Services Contingency	1	\$ 270,000.00	\$ 270,000.00
<b>Contract Total</b>			<b>\$ 6,387,929.00</b>

The table below shows the breakdown of the Veregy only work items and costs that match the column from the table above showing "Veregy IGA, Mobilization, PR, AMI Network, Data Integration, Engineering, PM, Training, Bond, Warranty, Insurance" above.

Item	Quantity	Unit Cost	Extended Cost
Mobilization & Data Integration	1	\$ 431,804.58	\$ 431,804.58
AMI & Customer Portal Services & Equipment	1	\$ 516,729.81	\$ 516,729.81
PM Development & Installation	1	\$ 720,833.00	\$ 720,833.00
Engineer Development & Installation	1	\$ 404,191.00	\$ 404,191.00
Training & PR Campaign	1	\$ 145,000.00	\$ 145,000.00
Insurance, Safety, Warranty & Bond	1	\$ 235,205.43	\$ 235,205.43
Meter Testing	1	\$ 69,046.00	\$ 69,046.00
<b>Contract Total</b>			<b>\$ 2,522,809.83</b>

Veregy's all-inclusive process listed below is a summary of the various tasks Veregy takes ownership of delivering through implementation.

Pre-Construction	Financial Model Comparisons of Systems Technology and System Selection 20-Year Cost Analysis of Overall Program Including all Owner Direct Costs 20-Year Comprehensive Cashflow to include Increased Revenues Data Integration/BS&A Purchasing/Procurement Public Outreach and Notifications
Construction	Communication Plan Establish Network/Data Integration/Test Billing Data Coordination and Appointments for Meter Installations Project Schedule/Inventory Management Establishing and Maintaining Read Rate Quality Control/Progress Reporting Finance and Public Works Staff Training Resident Training
Post-Construction	Staffing Plan Customer Portal/Ongoing Service Extensive Staff Training/SOP's

Veregy, in working with City staff during phase 1 of the Water Meter Replacement Project has shown their value through the challenges and complexities of the first phase.

Staff is very pleased with Veregy's performance of all scoped items during phase 1 of the project and believe that they are the best suited consultant to accomplish the City's phase 2 Water Meter Replacement Project. The City plans to use our professional services agreement to contract with Veregy for phase 2.

**Phase 2 Proposed Vendor Selection Process:**

Veregy and City staff conducted a full vendor symposium for equipment and technologies. The following vendors were evaluated. Aclara, Badger, Diehl, Honeywell, Itron, Kamstrup, Neptune, Sensus, VertexOne, and Zenner. City staff assessed the costs and benefits of each technology and made a selection using the following process.

- Determine the projects requirements by gathering input from the following departments: Public Works, Finance, Information Technology, and the City Manager's Office.
- Solicit project pricing from vendors which met the City's defined requirements
- Investigate long term use and costs and the security for functioning in the future
- Determine warranty terms and compare them both for lifecycle costs and accuracy
- Compile the total cost of ownership for 20 years for each technology

Below are the various comparisons of equipment and technologies which resulted from the vendor symposium.

### *Water Meter Equipment Selection*

With the selection of Sensus and Neptune water meters, the City selected a solution that is guaranteed to operate for 20 years while providing a 98.5%+ guaranteed accuracy performance. The Sensus iPERL is known as a quality product and has offered a very competitive price point for residential meters. Neptune is also well known in the industry as a competitive meter for the commercial sizes. Refer to Exhibit 1 for a meter comparison chart.

### *Water Meter Reading (AMI) Equipment Selection*

Aclara was chosen for the AMI Equipment for a variety of reasons. Besides having the lowest long-term costs, Aclara AMI guarantees the City will have double redundancy, effectively eliminating the possibility of not being able to read a meter. This is critical to ensuring that readings from all accounts are received by the City each month and monthly billings can be accurately generated. Aclara also pulls consumption reads using a lower frequency, the FCC license would be owned by the City, and the equipment is designed to read meters mounted on the interior of a building, as most of the City meters are installed. Aclara is also meter agnostic and can work with any existing meter brands on the market, should the City need flexibility of meter brand in the future. Refer to Exhibit 2 for Network Technology and Software comparison charts.

### *Customer Portal Selection*

Choosing the customer portal was an integral piece of the selections. While the City requires reliable, affordable equipment in the field, the customers are also affected by the implementation process. The meter change out process is relatively quick but may be considered an inconvenience by some residents. The long term benefit of a user-friendly, comprehensive customer portal provides tools to the customers to monitor their own usage, set alerts, and in many cases, identify leaks within their home in a much sooner timeframe than the City would detect. The VX Smart portal, which works with multiple AMI systems, has the most customer friendly features and appearance for ease of use and understanding the information provided, which should reduce the need to call City staff for information regarding their consumption. Refer to Exhibit 3 for a Customer Portal comparison chart.

The VertexOne portal will provide customers and staff with the ability to manage consumption and access near real time data. Refer to Exhibit 4 for a few graphics of the features and benefits of how this portal will enhance customer experiences and provide valuable information and billing options to customers.

Veregy and City staff understand the importance of fully considering each meter, AMI reading system, and customer portal technology available. Veregy acted as a consultant to the City to help determine which technology partners best meet the City's needs and goals for the new water meter system. Veregy conducted an in-depth comparison of the meter, AMI manufacturers, and customer portal listed above.

This information was shared with the City in an effort to ensure that the system selected is capable of providing the features required by the City. This comparison not only included the technical specifications but also included a financial review.



### *Combined Choices*

Upon completion of the full vendor symposium, City staff and Veregy compared the advantages, disadvantages and costing models for the various combinations described above. Based on the defined requirements of the City, staff felt choosing Sensus, Neptune, Aclara and VertexOne are the best financial and operational choices to implement.

Selecting vendors and negotiating the best prices to create the most advantageous combination of residential meter sizes, commercial meter sizes, an AMI system, and a Customer Portal required hundreds of hours of research and staff time. In order to acquire the best combination of vendors to meet the needs of the City, the standard Competitive bidding process cannot be utilized in phase 2. However, Veregy and City staff have undergone a similar process by soliciting the various vendors and negotiating costs to obtain the contracts that are most advantageous to the City. Veregy used the IGA data, meter/AMI costs, and installation costs to provide a comprehensive cash flow analysis for budgeting and marketing of bonds to fund the project. Refer to Exhibit 5 for a cost matrix of the different equipment and technologies compared. Contracts for all vendors are listed in Exhibit 6.

A brief summary of the selected combination of choices is listed below:

- Sensus water meters for residential locations
  - Electromagnetic meter with no moving parts
  - 20 year guarantee which is as good or better than all other meter brands
  - 98.5% accuracy guarantee
  - Lowest cost of residential meters

<b>Residential Meter Suppliers</b>	<b>Total Cost</b>
Sensus (Core & Main, LP ) ✓	\$1,732,950
Diehl	\$1,855,510
Badger	\$2,370,086
Kamstrup	\$2,390,580
Neptune	\$2,867,089

✓ Indicates recommended supplier

- Neptune water meters for commercial locations
  - Ultrasonic meter with no moving parts
  - 10 year guarantee industry standard
  - Industry standard register alarms
  - Lowest cost of commercial meters

<b>Commercial Meter Suppliers</b>	<b>Total Cost</b>
Neptune (Ferguson Waterworks, LLC) ✓	\$683,435
Diehl	\$788,800
Kamstrup	\$839,340
Badger	\$1,125,962
Sensus	\$1,292,785

✓ Indicates recommended supplier

- Aclara Technologies for water endpoints and software annual fees
  - Lowest long term cost
  - Fixed based 2-way communications
  - Double redundancy
  - Meter agnostic
  - FCC license owned by the City
  - 20 year warranty

<b>Water Endpoint and Software Annual Fee Suppliers</b>	<b>Total Cost</b>
Aclara (Aclara Technologies, LLC) ✓	\$213,500
Sensus	\$320,643

✓ Indicates recommended supplier


- VertexOne for a customer portal and annual fees
  - Most user friendly portal evaluated
  - Leak detection available
  - Access via computer or phone

<b>Customer Portal and Annual Fee Suppliers</b>	<b>Total Cost</b>
VertexOne (VertexOne, LLC) ✓	\$31,025
Temetra - Only available with Itron AMI	NA

✓ Indicates recommended supplier

**Project Timeline and Cost:**

Phase 2 of the project is expected to be completed utilizing the schedule below.



<b>Date</b>	<b>Action Under Contract #2</b>
November 2024	Enter into a second contract with Veregy and contracts with the meter/AMI suppliers for the second phase of the water meter/AMI project
November 2024 to April 2025	Data Integration and Network Installation
November 2024 to November 2025	Public Relations
March 2025	Delivery of Meter & AMI components
April 2025	Begin Installations
March 2026	Substantially Complete Project
June 2026	Complete Project

When looking at costs for a project of this nature, it is important to evaluate both the implementation costs and the long term costs. For implementation, the cash flow from Veregy assumes the meters and endpoint equipment to transmit the readings will cost about \$3.8 million. Veregy’s fee is estimated at \$6.12 million, bringing the total cost to \$9.93 million. The City intends to issue General Obligation (G.O.) Bonds in early 2025 to fund the implementation costs of the project. More detail on the proposed bonds will be provided at a later date.

As the majority of the equipment/technology is expected to last for 20 years, Veregy assisted in also compiling full costs of the equipment, technology, maintenance, and any anticipated equipment replacement over the next 20 years. Over 20 years, expenses are projected to be \$17.2 million. This includes the principal and interest on loan repayment (\$14.6 million), replacing all large meters after ten years (\$0.7 million), annual hosting fees (\$0.95 million, customer portal subscription (\$0.8 million) and smaller amounts for items like equipment maintenance. Phase 2 of this project includes funding for one year of hosting fees and the customer portal subscription. Staff will present future annual contracts to the City Council at a future date.

Offsetting these fees is additional revenues captured from water consumption that would otherwise be missed by old, slow meters. The additional revenues over 20 years, assuming an annual increase of 3% to the City’s consumption rates, is projected to bring in \$25.59 million, more than offsetting the costs of the project. The additional captured water consumption is expected to generate enough additional revenue to pay off the costs of the project between 10 and 12 years, depending on current meter accuracy and consumption patterns into the future. If we add in the savings from not purchasing additional equipment (what we would otherwise have purchased without a replacement program), cash flow is positive in the first few years under multiple scenarios. With a positive cash flow from the new meters/equipment after repayment, additional funds can be set aside to offset the costs of the next replacement in 20 years.

Amending City Code Section 515-25 “Access to meters and other City equipment”

Staff is aware that not all customers will be immediately responsive to Veregy's requests to schedule appointments. Veregy will make multiple attempts through post cards and phone calls to reach each customer. They will be assisting with multiple avenues of public outreach, such as website videos, farmers markets, and other press pieces. It is inevitable that some customers will either ignore the communications, miss the communication pieces, or be resistant to having their meter changed.

The existing City code provides the requirement that all customers must provide reasonable access to the City's meter equipment. Failure to do so can result in being "red-tagged" for service termination and have water service turned off until the property is compliant. This is an important piece to garner full compliance. The City needs full compliance to sunset the prior meter reading software and eliminate sending a staff member physically to the property. Even more important, as mentioned earlier, the meters and reading equipment are aging and as they age, they begin to read less water than actually used and will eventually stop measuring. Accurate reads are important to ensure fairness amongst customers and keep rates at an appropriate level.

As an intermediate measure between mailings/phone calls and shut-off, staff suggests implementing an "old meter fee". This fee would be added to the account of any customer who fails to schedule their replacement within 45 days of the initial communication to the customer. It would also apply to customers who fail to keep two or more appointments. The fee is recommended at \$100 per month. Once a customer has successfully had their meter replaced, they may request a refund of one month's old meter fee. With this allowance, if a customer missed all the other communication attempts and calls the City about the charge on their bill, the City can use the opportunity to inform them about the program and refund the charges once brought into compliance. Staff feels this approach provides a chance for communication with the customers before the property is tagged for shut-off.

The implementation of this new fee will require amending the City code Section 515-25 by ordinance.

**Recommendation:**

These contracts are being presented with a request to waive the competitive bidding process outlined in section 102-3 of the City Code.

Due to the multiple scenarios of water meter technology combinations, and unique experience needed to successfully complete a project of this magnitude, City staff recommends waiving the competitive bidding requirements outlined in Section 102-3 of the City Code. Staff has reviewed the proposed contracts and finds them favorable for the City.

Based on the factors discussed above, staff believes that awarding the contracts to Veregy LLC, Aclara Technologies LLC, Core & Main LP, and Ferguson Waterworks LLC is the most advantageous for the City. Sufficient funds are available in the Fiscal Year 2024B, and proposed 2025 Budget with final funding to be appropriated in the Fiscal Year 2026 budget for the second phase of this project.

**Votes Required to Pass:**

Two-thirds of the City Council members holding office (four votes) excluding the mayor.

## Meter Comparison

Make	Badger				Diehl		Honeywell	Kamstrup		Neptune			Sensus			Zenner
	E-Series	E-Series Gen 2	E-Series Gen 2	E-Series Gen 2	Hydrus	Hydrus	EVOQ4	flowIQ 2200	flowIQ 2200	Mach-10	Mach-10	Mach-10	IPERL	Cordonel	Omni C2	Stealth
Meter Model	E-Series	E-Series Gen 2	E-Series Gen 2	E-Series Gen 2	Hydrus	Hydrus	EVOQ4	flowIQ 2200	flowIQ 2200	Mach-10	Mach-10	Mach-10	IPERL	Cordonel	Omni C2	Stealth
Size Range	5/8" to 1"	5/8" to 1"	1.5" to 2"	3" to 8"	5/8" to 1"	1.5" to 2"	1.5" to 12"	5/8" to 1"	1.5" to 8"	5/8" to 1"	1.5" to 2"	3" to 12"	5/8" to 1"	1.5" to 4"	1.5" to 10"	2" to 12"
Meter Type	Ultrasonic	Ultrasonic	Ultrasonic	Ultrasonic	Ultrasonic	Ultrasonic	Electromagnetic	Ultrasonic	Ultrasonic	Ultrasonic	Ultrasonic	Ultrasonic	Electromagnetic	Ultrasonic	Impeller	Ultrasonic
Current Lead Time(s)	12 weeks	8-12 weeks	20 weeks	24 weeks	2-6 months	2-6 months	6-10 months	6-10 weeks	6-10 weeks	4-6 weeks	4-6 weeks	4-6 weeks	12 weeks	12 weeks	12 weeks	3-6 weeks
Connection Type(s)	Threaded	Threaded	Flanged	Flanged	Threaded	Flanged	Flanged	Threaded	Flanged	Threaded	Threaded or Flanged	Flanged	Threaded	Flanged	Flanged	Flanged
Body & Connection Material	Polymer	Bronze	Bronze	Bronze	Copper Alloy	Stainless Steel	Stainless Steel	Composite (Optional SS)	Stainless Steel	Bronze	Bronze	Bronze	Polymer w/ Option for Brass Threads	Epoxy Coated DI	Epoxy Coated DI	Epoxy Coated DI
Meter Housing Warranty	20 years*	20 years*	10 years	10 years	20 years*	10 years	5/10 years	20 years*	10 years	20 years*	10 years	10 years	N/A	20 years	15 years	10 years
Meter Battery Warranty	20 years*	20 years*	10 years	10 years	20 years*	10 years	5/10 years	20 years*	10 years	20 years*	10 years	10 years*	20 years*	20 years*	N/A	10 years
Register Warranty	20 years*	20 years*	10 years	10 years	20 years*	10 years	5/10 years	20 years*	10 years	20 years*	10 years	10 years*	15 years*	15 years*	10 years	10 years
Replaceable Battery	No	No	No	No	No	No	Yes, In field	No	Only 6" and larger in field	No	No	No	No	No	No	Factory Only
Replaceable Measuring Unit?	No	No	No	No	No	No	No	No	No	No	No	Yes	No	No	Yes	No
Accuracy Warranty	20 years	20 years*	10 years	10 years	20 years*	10 years	Not Stated	20 years	10 years	20 years	10 years	10 years	20 years	20 years	15 years	10 years
Accuracy Warranty Percentage	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%	±1.5%
Low flow accuracy & scale	20 years	20 years	10 years	10 years	Not Stated	Not Stated	Not Stated	20 years	10 years	20 years	10 years	10 years	20 years	20 years	15 years	Not Stated
Low flow accuracy %	±3%	±3%	±3%	±3%	±5%	±5%	±5%	±5%	±5%	±3%	±3%	±3%	±3%	±3%	±3%	Not Stated
Register Alarms	Reverse flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, low temperature	Reverse flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, low temperature	Reverse flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, temperature, end of life	Reverse flow, no usage, empty pipe, exceeding max flow, suspected leak, pressure, low temperature	Reverse flow, no consumption, leak detection, air in pipe, low battery, temperature	Reverse flow, no consumption, leak detection, air in pipe, low battery, temperature	Reverse flow, empty pipe, low battery	Reverse flow, leak alert, pipe burst, empty meter, tamper, low battery. Also has acoustic monitoring	Reverse flow, leak alert, pipe burst, empty meter, tamper, low battery. Also has acoustic monitoring	Reverse flow, high flow, suspected leak, empty pipe, low battery	Reverse flow, high flow, suspected leak, empty pipe, low battery	Reverse flow, high flow, suspected leak, empty pipe, low battery	Reverse flow, leak detection, air in service, magnetic tampering, battery life	Reverse flow, high flow, high temperature, leak, low or high pressure, empty pipe, low battery	Reverse flow, continuous flow, high flow, no flow, register tamper, low battery	Reverse flow, leak, empty pipe, battery life
Notes:	* Pro-Rated Warranty based on Age															



Exhibit 2

Network Technology Chart



AMI System		Network											
	Number of Installations in IL	NaaS/CON	Maximum NaaS Contract Length	System Name	AMI/AMR	Communication Type	Frequency	FCC License	Propogated Read Rate	Unread Meter Count	2 Way OTA	Backhaul	On Demand Reads
<b>Neptune</b>	15+	CON	N/A	Neptune 360	AMI/AMR	RF Fixed Base Point to Multi Point, Cellular	902-928 MHz	No	13917 @ 96.34% 508 on cellular	0	Yes	Cellular (Utility Provided)	Yes
<b>Sensus</b>	80+	CON	N/A	FlexNet	AMI/AMR	RF Fixed Base, Point to Multipoint	901-940 MHz	Yes, Sensus owned	13913 @ 99.98%	40	Yes	Cellular, Ethernet, Fibre (Utility Provided)	Yes
<b>Itron</b>	0 *1 in process	NaaS	15 Years	500W Gen5	AMI/AMR	RF Mesh Network, ComEd	902-928 MHz	No	99.80%	32	Yes	N/A	Yes
<b>Aclara</b>	20	CON	N/A	Aclara Star Network	AMI	RF Fixed Base, Point to Multipoint	450-470 MHz	Yes, Utility Owned	100% Double Redundancy	0	Yes	Ethernet, Fibre, Cellular (Aclara or Utility provided)	Yes
<b>Badger</b>	7	NaaS	20 Years	Badger Orion	AMI/AMR	Cellular Long Term Evolution (LTE)	5G AT&T	Yes, Cellular Provider Owned	100.00%	0	Yes	N/A	Yes

Software Comparison Chart



AMI System	Software												
	Head End	MDMS	Software Reporting	Customizable Thresholds	Meter compatability	Meter Alarms	Web Application	Data Export	Android/iOS/Windows	Monitor Network Health?	Road Role in MDMS	YR 1 Annual SaaS 20 YR SaaS	Optional Network Maintenance per Year
<b>Neptune</b>	Neptune's	Neptune 360	Basic, Map	No	Neptune	Neptune	Google Chrome	API, PDF	IOS, Android	No	No	\$36,635 \$1,168,787	\$5,882
<b>Sensus</b>	Sensus Regional Network Interface	Sensus Analytics	Groups, Map	No	All	Sensus	Apple Safari, Google Chrome, Microsoft Edge, Mozilla Firefox	MVRS, XML, CSV	Win10, Android, IOS	Smartpoint and TGB	Yes	\$35,160 \$1,384,785	\$5,895
<b>Itron</b>	ComEd's Temetra Web	Temetra Cloud	Basic, Map	No	All	Dichl, Kamstrup, Badger HRE LCD *In discussions with Neptune	Apple Safari, Google Chrome, Microsoft Edge, Mozilla Firefox	MVRS, XML, CSV, REST APIs	Win10, Android, IOS	500W	Yes	\$68,370 \$1,800,590	N/A
<b>Aclara</b>	Aclara's Microsoft Azure Private Tier III Data Center	AclaraOne	Customizable, Groups, Map	Yes	All	Dichl, Badger, Neptune, Kamstrup	Apple Safari, Google Chrome, Microsoft Edge, Mozilla Firefox	API, XML, CSV, Doc, JPEG, GIS, Flat File	Win10, Android, IOS	MTU and DCU	Yes	\$39,323 \$1,117,572	\$4,400
<b>Badger</b>	Beacon Advanced Meter Analytics	Beacon AMA	Groups	No	Badger	Badger	Google Chrome, Microsoft Edge, Mozilla Firefox, Apple Safari	MVRS, XML, CSV	Android/IOS	No	Yes	\$133,978 \$3,322,292	N/A

Exhibit 3

Customer Portal Comparison Chart



AMI System		Customer Portal						
	Number of Installations in IL	Customer Portal	Portal Users Must Register First? Typical %	Portal Automatic Leak Alerts	Customer and Utility Same View	Additional Portal Features	Annual Cost	20 YR Annual
<b>Neptune</b>	15+	Neptune My360	Yes / ? Portal is new	No	Yes	No	\$11,333	\$315,865
<b>Sensus</b>	80+	VXSmart	No/35%	Yes	Yes	Leak Resolution, Customer Communications/Tracking, Mapping and Custom Letters, Custom Leak Settings	\$27,956	\$779,144
<b>Itron</b>	0 *1 in process	Temetra	Yes / 6%	No	Yes	No	Included	Included
<b>Aclara</b>	20	VXSmart	No / 35%	Yes	Yes	Leak Resolution, Customer Communications/Tracking, Mapping and Custom Letters, Custom Leak Settings	\$27,956	\$779,144
<b>Badger</b>	7	EyeOnWater Badger	Yes	No	Yes	Yes, Leak Resolution, Customer Communications, Custom Leak Settings	Included	Included



Exhibit 4

# Value of Customer Engagement

TRANSFORM DATA INTO INSIGHTS THAT DRIVE ENGAGEMENT AND LOWER SERVICE COSTS

## CUSTOMER EXPERIENCE



Customer Portal provides additional water use information and tips



Alerts can be sent by all channels (print, email, voice, text)



Leak Resolution & Bill Explainer help customers to resolve issues online

## UTILITY EXPERIENCE



Consumption data analytics in aggregate and for individuals

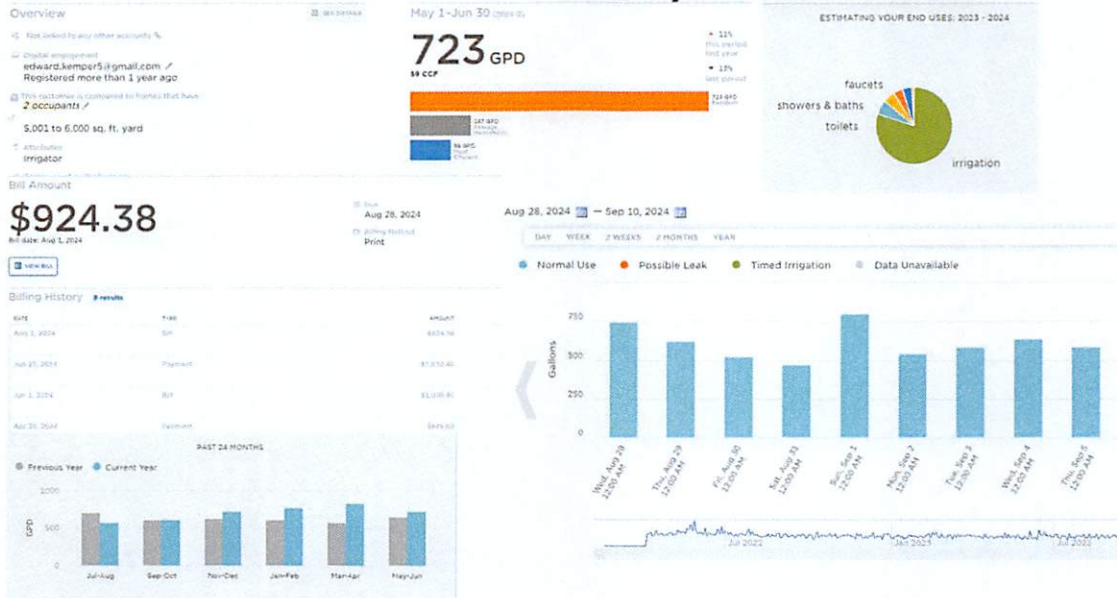


50+ Reports and maps identify customers with leaks, unusual reads, rebates, and more



Group Messenger to send targeted, timely customer communications

## Utility View of Account



## Customer View

The Customer View dashboard is organized into several sections:

- View & Pay Bills:** Displays a current bill of \$924.38 due on Aug 28, 2024. It includes a 'View Bill' button and a bar chart comparing current usage to previous bills.
- My Daily Use:** Shows 723 Gallons Per Day with a 'View use' button and a bar chart for the current billing period.
- Notifications:** Contains three announcements: a reminder to complete a water meter purchase, an announcement about viewing and tracking usage, and another announcement about adding a mobile shortcut.
- Recommended:** Features a 'Minimize Fertilizer Use' tip, suggesting savings up to 49 GPD and \$270/year, with a 'See more' button.
- I Want To... (Top):** A scrollable list of actions: 'Understand a high bill', 'Sign up for unusual use alerts', and 'Learn where I use the most water'.
- My WaterScore:** A 'Take Action' section for the period May 1 - Jun 30, indicating that the user used more water than similar households. It shows an efficient score of 98 GPD and an average score of 147 GPD, with the user's current score at 723 GPD.
- Village of River Forest:** A social media-style feed with a video player and a post about water-saving tips.
- I Want To... (Bottom):** A scrollable list of actions: 'Check if I have a leak', 'Learn about my water quality', and 'Report water waste'.

## Help Resolve a Leak

The 'Help Resolve a Leak' guide is a multi-step instructional page:

- Step 1: Toilets:**
  - Check Your Toilets:** Running toilets are a common source of leaks. Includes instructions on how to locate a leak by listening or using a dye test.
  - Check Your Irrigation System:** Irrigation is typically the household's biggest water user. Includes instructions on checking the controller, inspecting tubing, and running sections for two minutes.
  - Found a leak** / **Step 2: Fixtures**
- Step 2: Fixtures:**
  - Check Your Faucets, Showers, and Appliances:** Includes instructions to visually inspect for cracks, check the water heater, and inspect flexible rubber hoses.
  - Faucets and Showerheads:** Includes instructions to inspect for deterioration.
  - Found a leak** / **Step 3: Irrigation**
- Step 3: Irrigation:**
  - Check for Hidden Leaks:** Includes instructions to look for signs of water damage, test pools for leaks, and use a water meter to confirm leaks.
  - Found a leak** / **Didn't find a leak**

Each step includes a 'PLAY' button next to a video thumbnail showing the relevant task.

### Customer Access to Data

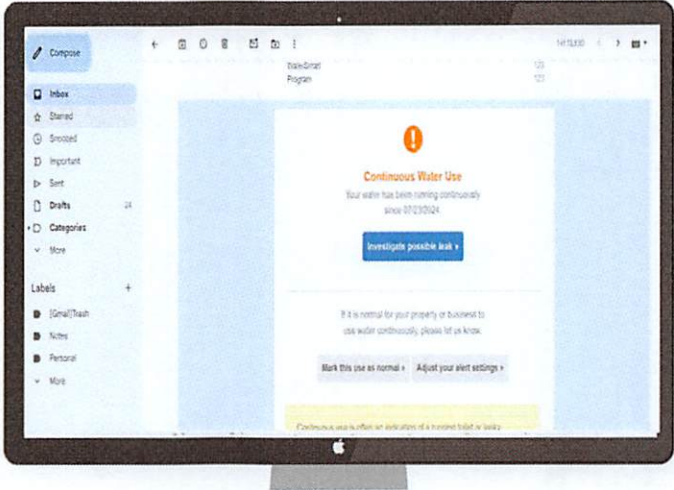




Exhibit 5  
 The selected combination of equipment and technologies is highlighted in green and is the most economical option.

CITY OF CRYSTAL LAKE				14,016 Meters (Includes Test Meter Retrofits)				
WATER METER PRICING								
Meter/AMI/Cust Portal Combo				Owner Direct Purchase (ODP) of Equipment		Total Project Construction Cost		
Option #	Meter	AMI	Customer Portal	Meters	Endpoints	Veregy Cost	Owner Direct Purchase	Total Construction Costs (Not Including OSS)
B-1	Badger Composite ( $\leq 1"$ ), Bronze ( $\geq 1.5"$ )	Badger NAAS Cellular	Badger EyeOnWater	3,546,309	2,183,330	\$ 5,483,167	\$ 5,729,639	\$ 11,220,000
B-2	Badger Composite ( $\leq 1"$ ), Bronze ( $\geq 1.5"$ )	Aclara CON Fixed Base	VertexOne VXsmart	3,546,309	1,392,168	\$ 6,104,089	\$ 4,938,477	\$ 11,042,566
B-3	Badger Comp/Bronze + Itron	Itron NAAS ComEd	Itron Temetra	3,769,429	1,507,700	\$ 5,483,167	\$ 5,277,129	\$ 10,760,296
N-1	Neptune	Neptune CON FB + Cellular	Neptune My360	3,589,626	1,488,998	\$ 5,483,167	\$ 5,078,624	\$ 10,561,791
N-2	Neptune	Aclara CON Fixed Base	VertexOne VXsmart	3,589,626	1,392,168	\$ 6,104,089	\$ 4,981,794	\$ 11,085,883
N-3	Neptune + Itron	Itron NAAS ComEd	Itron Temetra	3,912,453	1,507,700	\$ 5,483,167	\$ 5,420,153	\$ 10,903,320
S-1	Sensus IPERL( $\leq 1"$ ),Cordonel(1.5"-4"),Omni C2( $\geq 6"$ )	Sensus CON Fixed Base	VertexOne VXsmart	2,984,710	1,473,180	\$ 5,531,143	\$ 4,457,890	\$ 9,989,033
S-2	Sensus IPERL( $\leq 1"$ ),Omni C2( $\geq 1.5"$ )	Sensus CON Fixed Base	VertexOne VXsmart	2,624,540	1,473,180	\$ 5,531,143	\$ 4,097,720	\$ 9,628,863
S-3	Sensus IPERL( $\leq 1"$ ),Cordonel(1.5"-4"),Omni C2( $\geq 6"$ )	Aclara CON Fixed Base	VertexOne VXsmart	2,984,710	1,392,168	\$ 6,118,679	\$ 4,376,878	\$ 10,495,557
S-4	Sensus IPERL( $\leq 1"$ ),Omni C2( $\geq 1.5"$ )	Aclara CON Fixed Base	VertexOne VXsmart	2,624,540	1,392,168	\$ 6,118,679	\$ 4,016,708	\$ 10,135,387
S-5	Sensus ICO + Itron	Itron NAAS ComEd	Itron Temetra	3,264,233	1,507,700	\$ 5,497,757	\$ 4,771,933	\$ 10,269,690
S-6	Sensus IO + Itron	Itron NAAS ComEd	Itron Temetra	2,865,544	1,507,700	\$ 5,497,757	\$ 4,373,244	\$ 9,871,001
S&N-1	Sensus ( $\leq 1"$ ) & Neptune ( $\geq 1.5"$ )	Aclara CON Fixed Base	VertexOne VXsmart	2,416,385	1,392,168	\$ 6,118,679	\$ 3,808,553	\$ 9,927,232
S&N-2	Sensus ( $\leq 1"$ ) & Neptune ( $\geq 1.5"$ )	Sensus CON Fixed Base	VertexOne VXsmart	2,416,385	1,473,180	\$ 5,531,143	\$ 3,889,565	\$ 9,420,708
S&N-3	Sensus ( $\leq 1"$ ) & Neptune ( $\geq 1.5"$ ) + Itron	Itron NAAS ComEd	VertexOne VXsmart	2,654,284	1,507,700	\$ 5,531,143	\$ 4,161,984	\$ 9,693,127

# Exhibit 6

**CITY OF CRYSTAL LAKE  
PROFESSIONAL SERVICES AGREEMENT (Project Based)  
FOR THE WATER METER REPLACEMENT PROGRAM PHASE II**

**THIS AGREEMENT** (the "**Agreement**") is dated as of the \_\_\_\_ day of \_\_\_\_\_, 2024 ("**Effective Date**") and is by and between the **CITY OF CRYSTAL LAKE**, an Illinois home rule municipality ("**City**") and *Veregy, LLC*, ("**Consultant**").

**IN CONSIDERATION OF** the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City's home rule and statutory powers and other applicable authority, the parties agree as follows:

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**SECTION 1. CONSULTANT.**

**A. Engagement of Consultant.** The City desires to engage the Consultant to provide all necessary professional services and to perform the work described herein in connection with the project identified below:

*Installation of new water meters with radio read capabilities, advanced metering infrastructure (AMI) system, customer portal and execution of associated work (the "Project").*

**B. Project Description.** The Consultant will provide professional services to the City in connection with the Project, as more fully set forth in the proposal and scope of services attached hereto as Exhibit A (the "**Services**").

**C. Representations of Consultant.** The Consultant has submitted to the City a description of the Services and represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature. The Consultant further represents that it has the necessary professional training, experience, and qualifications to produce all work product and deliverables required to complete the Services. The representations expressed in this section shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved to the City.

The Consultant will be solely responsible for the accuracy and completeness of all required plans, reports, technical information, and other submittals (collectively, "Deliverables") and acknowledges that (i) the City will not be responsible for reviewing any Deliverables on a technical basis, and (ii) no review by the City of any nature shall be implied by its acceptance of the Deliverables.

The City shall furnish the Consultant with all information or documents in the City's possession that relate to or are reasonably necessary for the performance of the Services.

**D. Agreement Amount.** The Consultant's fees for performance of the Services under this Agreement shall be as outlined in Exhibit B unless a change order or amendment to the Fee Proposal is approved in writing by both Parties in the manner provided by Subsection 8.A of this Agreement (the "**Fee Proposal**").

## **SECTION 2. SCOPE OF SERVICES.**

**A. Retention of the Consultant.** The City retains the Consultant to perform, and the Consultant agrees to perform, the Services.

**B. Services.** The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

**C. Commencement; Time of Performance.** The Consultant shall commence the Services immediately upon receipt of a written notice to proceed issued by the City. After commencing the Services as provided herein, the Consultant shall diligently and continuously prosecute the Services throughout the Term of this Agreement ("***Time of Performance***").

**D. Reporting.** Upon request of the City Manager or the Manager's designee, the Consultant will promptly report to the City regarding the status or progress of any of the Services during the term of this Agreement.

**E. Final Acceptance.** The Services, or any discrete portion thereof, shall be considered complete on the date of final written acceptance and approval by the City, which acceptance and approval shall not be unreasonably withheld or delayed.

**F. Prior Approval of Communications Required.** It is understood and agreed that no documents, advertisements, social media posts, letters, emails or other manner or method of written communication ("**Communications**") shall be posted, sent, delivered or otherwise communicated to members of the public, including but not limited to property owners participating in the installation of sample water meters pursuant to this Agreement, without such Communications having first been approved by the City.

## **SECTION 3. COMPENSATION AND METHOD OF PAYMENT.**

**A. Invoices and Payment.** The Consultant shall be paid as provided in the Fee Proposal. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in the Fee Proposal. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice.

**B. Records.** The Consultant shall maintain records showing actual time devoted and costs incurred and shall permit the authorized representative of the City to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Term of the Agreement and for three years after the termination of the Agreement.

**C. Claim In Addition To Agreement Amount.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, then the Consultant shall submit a written change order request to the City within 7 days after the occurrence of such action. No claim for additional compensation shall be valid unless made in accordance with this Subsection. The City shall promptly review a submitted change order request, but no change to the Fee Proposal or to the amount of compensation due to the Consultant for the

Services ("**Agreement Amount**") shall be valid unless and until the change is approved in writing by both Parties in the manner provided by Subsection 8.A of this Agreement. Regardless of the City's decision relative to any change order request submitted by the Consultant, the Consultant shall proceed with all work required to complete the Services in accordance with this Agreement and without interruption.

**D. Taxes, Benefits, and Royalties.** The Fee Proposal and Agreement Amount include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. Any claim for additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

#### **SECTION 4. PERSONNEL; SUBCONTRACTORS.**

**A. Key Project Personnel.** The individuals identified as key personnel in Exhibit A are hereby designated as key project personnel for the Services (the "**Key Project Personnel**") and shall be primarily responsible for carrying out the Services on behalf of the Consultant. The Key Project Personnel shall not be changed without the City's prior written approval.

**B. Availability of Personnel.** The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to termination, reassignment, resignation, or retirement of any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone, or for any delay or extension of the Time of Performance, as a result of any such termination, reassignment, retirement, or resignation.

**C. Approval and Use of Subcontractors.** The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

**D. Removal of Personnel and Subcontractors.** If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the Agreement Amount, or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

#### **SECTION 5. CONFIDENTIAL INFORMATION.**



**A. Confidential Information.** The term "**Confidential Information**" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("**Time of Disclosure**"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

**B. No Disclosure of Confidential Information by the Consultant.** The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures to protect the confidentiality of Confidential Information that are at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a confidentiality and non-disclosure agreement before obtaining access to Confidential Information.

## **SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE; LIABILITY.**

**A. Warranty of Services.** The Consultant warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement or expressed or implied by law, which are hereby reserved unto the City.

**B. Indemnification.** The Consultant shall, to the fullest extent permitted by law and without regard to the availability or unavailability of any insurance either of the City or the Consultant, indemnify, save, hold harmless, and defend the City, and its officials, officers, employees, agents, attorneys, and representatives against any and all injuries, lawsuits, claims, suits, demands, damages, liabilities, judgments, losses, costs, and expenses, arising or alleged to have arisen out of, as a consequence of, or in relation to the Consultant's negligent performance of, or failure to perform, the Services, or any part thereof, or any other obligation of Consultant under this Agreement (including without limitation, review of plans and other technical documents, construction inspection services, and/or failure to meet any representations, warranties, or certifications of Consultant set forth in this Agreement), including attorneys' fees, litigation or defense costs, and expenses, except to the extent caused by the City's sole negligence.

**C. Insurance.** Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates of insurance (and, if requested by the City, copies of

insurance policies), all with coverages and limits acceptable to the City and evidencing at least the minimum insurance coverages and limits, restrictions on modification or cancellation, and additional insured endorsements as set forth in Exhibit C to this Agreement. For good cause shown, the City Manager may extend the time for submission of the required certificates or policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Manager may impose in the exercise of his or her sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies satisfactory to the City that meet the minimum standards for acceptability as set forth in Exhibit C. The Consultant shall, at all times during the Term of this Agreement (including, without limitation, at all times while correcting any failure to meet representations, warranties, or certifications of the Consultant under this Agreement), maintain and keep in force, at the Consultant's expense, the insurance coverages provided herein.

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**D. Subcontractor Insurance.** Unless otherwise provided in Exhibit C, Consultant shall include any and all subcontractors as insureds under its policies or shall furnish separate insurance certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all the requirements applicable to the Consultant's insurance as stated herein.

**E. Assumption of Liability.** Consultant assumes liability for any and all injury to or death of any person or persons, including without limitation any employees of the Consultant, any subcontractor, any supplier, or any other person and assumes liability for all damage to property sustained by any person, persons, or entity occasioned by or in any way arising out of Consultant's negligent performance of the Services.

**F. No Personal Liability.** No elected or appointed official, officer, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

## **SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.**

**A. Relationship of the Parties.** The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in nor done pursuant to this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any agent, employee, or subcontractor of the Consultant.

**B. Conflict of Interest.** The Consultant represents and certifies that, to the best of its knowledge: (1) no City official, employee, or agent is interested in the business of the Consultant or this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed by or associated with the Consultant has any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the Consultant's performance of its obligations under this Agreement.

**C. No Collusion.** The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et*

*seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

**D. Sexual Harassment Policy.** The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

**E. Patriot Act Compliance.** The Consultant represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a specially designated national and blocked person (as defined in Presidential Executive Order 13224, as amended) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Consultant further represents and warrants to the City that the Consultant and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Consultant hereby agrees to defend, indemnify, and hold harmless the City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

**F. Term; Termination.**

1. **Term.** This Agreement shall be in full force and effect for a term beginning on the Effective Date and continuing until the completion of the Services or the termination of this Agreement as provided herein (the "***Term***").

2. **Termination for Convenience.** The City may terminate this Agreement during the Term without cause by providing 15 days' prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid in accordance with the Fee Proposal (but not in excess of the Agreement Amount) for Services actually performed and authorized reimbursable expenses actually incurred, if any, prior to the effective date of termination.

3. **Default; Termination.** If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures timely completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:



a. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

b. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except that the City shall pay Consultant for the Services rendered and accepted, and authorized expenses incurred up to the date of termination.

c. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

**G. Compliance with Laws and Grants.** Consultant shall perform all work related to the Services, the Project, and this Agreement in compliance with all applicable federal, State, and local statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; the Occupational Safety & Health Act; and any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, sexual orientation, disability, or other protected classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Additionally, Consultant shall obtain, and shall ensure that the Services are provided, performed, and completed in accordance with, all required governmental permits, licenses, or other approvals and authorizations. Consultant shall be solely responsible to submit all applications, reports, data, and information; give all notices; pay all fees; and take all other actions that may be necessary to ensure Consultant's compliance with this paragraph. Consultant shall also comply with all conditions of any federal, state, or local grant received by the City or Consultant with respect to this Agreement or the Services, provided that Consultant has been given reasonable notice of such grant conditions.

To the extent that the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*, (the "PWA") applies to the Services or any portion thereof, it is the Consultant's obligation to pay (and require any subcontractor to pay) prevailing wages as established by the Illinois Department of Labor and in accordance with the PWA for each craft or type of work needed to complete the Services. The prevailing wage rates are established, and are revised from time to time, by the Illinois Department of Labor and are available on the Department's official website at: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>. If the Consultant determines the PWA is applicable to the Services, or any portion thereof, the Consultant shall post or provide notice of the prevailing wage rates in accordance with the PWA. Any increases in costs to the Consultant due to changes in the prevailing rate of wages during the Term of this Agreement shall be at the expense of the Consultant and not at the expense of the City. Any change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Consultant shall be solely responsible to maintain and file accurate payroll and other records in the manner set forth in, and as required by the PWA.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have

arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. In addition, with respect to any violations or alleged violations of the PWA, Consultant shall be solely liable and required to (i) pay the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Services; and (ii) defend and indemnify the City against any and all claims arising under or related to the PWA, including any damages, attorneys' fees, and penalties or fines.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

**H. No Additional Obligation.** the Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

**I. City Council Authority.** Notwithstanding any provision of this Agreement, the Consultant shall not be authorized to purchase (nor to engage in negotiations, make representations, or enter into agreements relating to the purchase of) any goods, materials, supplies, or services from a vendor or other third party on behalf of the City except with the express prior written approval of the City and authorization of the City Council. The City shall not be liable to any vendor or other third party for any purchases, representation, or agreements made by the Consultant, purportedly on behalf of the City, without the City's knowledge and express written approval.

**J. Mutual Cooperation.** The City agrees to cooperate with the Consultant in the performance of the Services, including meeting and communicating with the Consultant and providing the Consultant with such non-confidential information as the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City and with any other consultants or vendors engaged by the City in relation to performing and completing the Services.

**K. News Releases.** The Consultant shall not issue any news releases or other public statements regarding the Services without prior approval from the City Manager.

**L. Records; Ownership; Intellectual Property.** Consultant agrees to maintain records, documents, and project files relating to the Services, including as applicable and without limitation any and all designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services ("**Documents**"). All Documents shall be and remain the exclusive property of the City provided that the City has paid the Consultant in full for the Services. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

**M. Freedom of Information Act Compliance.** Upon request by the City, Consultant shall cooperate with the City in responding to any request received under the Freedom of Information Act, 5 ILCS 140/1 et seq., ("**FOIA**") relating to this Agreement, the Services, or the Documents, including by providing to the City any and all Documents that are, or may be, public records responsive to such FOIA request so that the City may review and produce them to the FOIA requester within the time frames required by law. If additional time is necessary to compile

Documents in response to a FOIA request, then Consultant shall so notify the City and, if permitted by applicable law, the City shall request an extension in accordance with the Act. In the event that the City is found to have not complied with FOIA as a result of: (i) Consultant's failure to timely produce Documents or otherwise appropriately respond to a FOIA request; or (ii) Consultant's request that the City assert an exemption to disclosure or otherwise deny a FOIA request for Documents, then Consultant shall indemnify and hold the City harmless and shall pay all amounts determined to be due as a result of the FOIA violation including but not limited to fines, penalties, defense costs, and attorneys' fees.

## **SECTION 8. GENERAL PROVISIONS.**

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**A. Amendment.** No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is set forth in writing, properly approved by both Parties in accordance with applicable laws and procedures, and executed. City approval of any such amendment or modification shall require express approval by the City Council or by the City Council's authorized representative.

**B. Consents.** Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any Party, or of a Party's duly authorized officer, employee, agent, or representative, is required, then the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

**C. Assignment.** This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other Party.

**D. Binding Effect.** The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

**E. Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by e-mail. Facsimile 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. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, 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 Subsection, 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 City shall be addressed to, and delivered at, the following address:

City of Crystal Lake

100 W. Woodstock St.  
Crystal Lake, Illinois 60014  
Attention: Matt Farmer  
E-mail: mfarmer@crystallake.org

With a copy to:

Victor P. Filippini, Jr.  
Filippini Law Firm LLP  
990 Grove Street, Suite 220  
Evanston IL 60201  
E-mail: victor.filippini@filippinilawfirm.com

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

Veregy, LLC  
17W635 Buttefield Rd., Suite 315  
Oakbrook Terrace, IL 60181  
Attention: Danielle Melone  
Email: dmelone@veregy.com

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Email: \_\_\_\_\_

**F. Third Party Beneficiary.** No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

**G. Provisions Severable.** If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**H. Time is of the Essence.** Time is of the essence in the performance of this Agreement.

**I. Calendar Days and Time.** Unless otherwise provided in this Agreement, any reference to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice or the performance of any obligation hereunder falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

**J. Governing Laws.** This Agreement shall be governed by, interpreted, and enforced according to the internal laws, but not the conflict of laws rules, of the State of Illinois.



**K. Interpretation.** This Agreement shall be construed without regard to the identity of the Party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all Parties participated equally in their drafting. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

**L. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding the Services and the matters set forth herein and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to such matters.

**M. Waiver.** No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

**N. Exhibit.** Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between an Exhibit and the text of this Agreement, the text of this Agreement shall control.

**O. Rights Cumulative.** Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

**P. Authority to Execute.**

1. **The City.** The City hereby warrants and represents to the Consultant that the persons executing this Agreement on its behalf have been properly authorized to do so by its corporate authorities.

2. **The Consultant.** The Consultant hereby warrants and represents to the City that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

**Q. Electronic and Counterpart Execution.** This Agreement may be executed electronically and/or in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

***[SIGNATURES FOLLOW ON NEXT PAGE]***



ATTEST:

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

**CITY OF CRYSTAL LAKE**

By: \_\_\_\_\_  
Eric Helm  
City Manager

ATTEST:

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

Title: \_\_\_\_\_

**VEREGY, LLC**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

## EXHIBIT A

### SCOPE OF SERVICES

#### Scope of Work and Services

1.1 Description: Except as otherwise expressly provided herein, VEREGY shall provide the items of cost and expenses necessary to implement the following Facility Improvement Measures ("FIMs"), which are further described in Section 1.2 (collectively, the "Work"):

- New Water Meters with Radio Read Capabilities
- Advanced Metering Infrastructure (AMI)
- Customer Portal
- Execution

1.2 Specific Elements: The Work shall include the following:

#### 1.2.1 New Water Meters with AMI Radio Read Capabilities

VEREGY will replace existing water meters with new water meters of the same size as outlined below. Water meters will be furnished by the CLIENT, but inventory will be managed and stored by VEREGY. Meter sizes, types, and quantities are based on a database download from the CLIENT's Utility Billing Software, BS&A provided by CLIENT through August 2024, and field work conducted in September 2024. The types and quantities are listed below in Table B.1. VEREGY has done its due diligence to verify that the replacement scope and quantities are accurate, and CLIENT is in agreement with the replacement scope and quantities listed in Table B.1.

Table B.1, New Meter and AMI Endpoint Installations

<b>Replacement Scope</b>	<b>CLIENT Furnished Equipment</b>	<b>Estimated Quantity</b>
Replace 5/8" x 1/2" Meter and Install Indoor AMI Endpoint	Sensus IPERL & Aclara MTU	1,451
Replace 5/8" x 3/4" Meter with 3/4" Short (7.5" lay-length) Meter and Install Indoor AMI Endpoint	Sensus IPERL & Aclara MTU	1,179
Replace 3/4" Long (9" lay-length) Meter and Install Indoor AMI Endpoint	Sensus IPERL & Aclara MTU	9,694
Replace 1" Meter and Install Indoor AMI Endpoint	Sensus IPERL & Aclara MTU	946
Replace 1.5" Flanged Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	239
Replace 2" Flanged Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	320
Replace 3" Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	82
Replace 4" Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	26
Replace 6" Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	4
Replace 8" Meter and Install Indoor AMI Endpoint	Neptune Mach-10 & Aclara MTU	4
Install Indoor AMI Endpoint and Reprogram Existing Sensus IPERL Meter	Aclara MTU	71
	<b>Total</b>	<b>14,016</b>

#### 1.2.2 Advanced Metering Infrastructure (AMI)

VEREGY will install new Aclara AMI endpoints listed in Table B.1 and provide professional services to set up new Aclara AMI software. AMI endpoints will be furnished by the CLIENT, but inventory will be managed and stored by VEREGY.

Aclara AMI Network Collection System includes:

- Installation and integration of Aclara MTU AMI endpoints listed in Table B.1. AMI endpoints to be installed inside structure near water meter. AMI endpoints to be furnished by CLIENT.
- Installation of up to (8) Aclara DCUs.
  - Up to (3) DCUs to be installed on new 30' poles as required. New poles, if needed, furnished and installed by Veregy.
  - Up to (5) DCUS to be installed on existing CLIENT assets:
    - Ambutal Water Tower, 150' antenna mounting height.
    - Bard Water Tower, 150' antenna mounting height.
    - McCormick Water Tower, 160' antenna mounting height.

- Water Tower 1, 127' antenna mounting height.
  - WWTP Flaggpole, 95' mounting height.
- DCUs will be powered by either existing AC power or solar.
- FCC license fee.
- Setup of AclaraONE cloud software and training.
- Two (2) Aclara Wireless Field Programming Coil tools for use by CLIENT.

VEREGY shall include a mass meter transfer program, integration data sync programs, and system commissioning. VEREGY will work with the CLIENT and the CLIENT's Utility Billing Software (UBS) provider BS&A to validate programs before mass installations begin. A description of the Data Integration Programs is as follows:

- Providing the means and method to update billing system with new and old meter data through batch updates to the CLIENT's water billing system. The modification is to be thoroughly tested before put into use. Interface Program between the AclaraONE software package and the CLIENT UBS. The IT staff required to make this interface a success will be included as part of this project. This interface typically includes the generation of text (.txt) or comma separate value (.csv) file format. This file will be exported from the AMI software package once the readings have been completed and the CLIENT is ready for billing. The file will then be imported into the CLIENT billing program. Billing can then be completed as usual by the CLIENT.
- Turnkey AMI system startup/testing/commissioning.
- Training for new AMI system to include the following:
  - 3 days of training.
  - Installation and maintenance of AMI system.
  - Use of interface billing software to AMI data collection system.

### 1.2.3 Customer Portal

VEREGY will implement a new VertexOne VXsmart customer portal, including data integration and initial setup. Initial setup shall include utility analytics dashboard applications, alerts, electronic bill presentation, and reports. VEREGY will provide onsite training.

### 1.2.4 Execution

VEREGY shall provide to the CLIENT for approval a detailed Project Procedure Manual. No Work shall proceed until the CLIENT has approved of the Project Procedure Manual, which approval shall not unreasonably be withheld.

It is represented by CLIENT to VEREGY, and is an assumption of the Parties, that the components of the new water meter and AMI endpoint will properly fit inside of CLIENT's current meter environment where applicable unless meter lay-length or other rework is specifically stated in this Scope of Work, or a size change is desired by the client. To the extent that this assumption is incorrect, VEREGY will present CLIENT with a cost (time and material) to remedy the same, and will gain approval before proceeding, which approval shall not be unreasonably withheld.

The CLIENT will be responsible for all line breaks within CLIENT owned water distribution system, unless and to the extent the break is caused by VEREGY negligence.

The final reading of the removed old meters will be provided from the direct read dial face of the meter, and the outside reader if applicable. If the reading is illegible due to dial face condition, VEREGY will break the glass of the dial face to obtain the final reading, with CLIENT's permission which is granted in advance.

All removed meters and removed indoor AMR radios shall become property of VEREGY. VEREGY will recycle water meters, AMR radios, and will properly dispose of AMR radio batteries. Removed meter serial numbers, meter readings and photos of all removed meters will be recorded by VEREGY and provided to CLIENT.

Meter Access Procedure for the Project is outlined below:

- VEREGY will draft an introductory letter to be approved by the CLIENT and sent by VEREGY to customers describing the project, outlining the work to be done and what can be expected as installations move forward. VEREGY will establish an appointment system where water customer will call in, or sign up online, to establish a date and time for each appointment. VEREGY will attempt to access the meter during normal construction hours.
- Following mailing of letter to customers, VEREGY will send out a series of three postcards in an attempt to get the water customer scheduled for a meter replacement. VEREGY will make at least three attempts to schedule an appointment. Each attempt to access the meter will be documented with a date and time recorded electronically into the VEREGY installation portal.
- After the third documented attempt, VEREGY will return the account to CLIENT for access assistance as a Return To Utility (RTU).

- CLIENT will take reasonable actions, including service disconnection as allowed by CLIENT ordinances, as a means to gain access to the RTU account. Once an RTU challenge is resolved by CLIENT, the account can be returned to VEREGY and VEREGY will complete the installation as long as Final Completion has not yet been achieved.
- If during project closeout the account remains inaccessible, the account will be deemed permanently inaccessible and removed from the project scope.
- VEREGY must ensure that installation staff wear CLIENT approved contractor photo identification cards at all times and present it upon meeting any residents or customers. VEREGY installers will drive marked vehicles and wear project logo shirts. VEREGY installation staff shall conduct themselves in a professional manner and maintain a presentable appearance in the field.

VEREGY will coordinate closely with the CLIENT staff for scheduling and workflow as each route is installed. VEREGY will create and maintain a project installation web portal that will have current information as to location of work crews, routes completed and other relevant information.

VEREGY will digitally record the customer account number, service address, meter register serial number, size, and the final reading from the existing register and outside reader if applicable prior to meter removal; and will photograph and document the new meter serial number, new meter size, latitude, longitude and configure, program and verify communication of each new set upon installation. The installer will present the final read of the old meter for resident signature. As each route is completed, the commissioning and acceptance plan described will be performed to verify proper performance.

Should VEREGY encounter an inoperable meter isolation valve during the new meter installation; VEREGY will attempt to operate the curb stop to facilitate meter installation. VEREGY will contact CLIENT Public Works if they need assistance operating or locating the curb stop. If the curb stop needs to be serviced, VEREGY will classify the account as RTU. Upon resolution the CLIENT will return the account to VEREGY for rescheduling.

A successful and complete meter and AMI endpoint installation is defined as:

- The new meter is installed to manufacturer's specifications and is free of leaks, the meter is wired correctly to the AMI endpoints, and the AMI endpoint is communicating with the AMI network.
- The new meter data is successfully imported into the CLIENTS existing BS&A Utility Billing Software (UBS) and AMI Meter Data Management (MDM) platform.

Public Outreach Responsibilities:

- VEREGY will draft a Communication Plan with the CLIENT.
- VEREGY will provide residents with a 24-hour call response number to contact in the case of a problem with the installation of a meter.
- All forms of media relations and documents used to communicate with water customers shall be reviewed and approved of by the CLIENT and VEREGY prior to use by VEREGY.

Exclusions:

- Repair of any existing leaks found prior to beginning the meter retrofit.
- Repair of any leaks which occur outside of 24" on either side of the meter connection work area unless caused by VEREGY, its employees, agents and/or contractors.
- Installation of strainers, test valves, bypasses or piping modifications, except as expressly stated in this contract.
- Replacing old or damaged service pipe, either from the CLIENT side or the customer side.
- Furnishing and installation of new valves unless performed as an Out of Scope Service item.
- Correcting any observed plumbing code violations.
- Installation, modification or repair of Reduced Pressure Zone (RPZ) backflow prevention valves.
- Re-plumbing settings to accommodate non-standard meter lay lengths, changes to the meter size, or meter couplings.
- Environmental abatement or remediation work.
- Any ongoing service fees charged by manufacturers of software, meters, AMI system, and Customer Portal.
- Compliance with state or local requirements/environmental reviews is not included in VEREGY scope.
- Any repairs or upgrades to the existing electrical system required by the applicable inspecting authority. In the event VEREGY is required to perform such work, it shall be considered an extra and subject to additional compensation to VEREGY.
- Any landscaping work beyond the original state of the site
- Any repairs or upgrades to the existing system required by any applicable inspecting authority. In the event VEREGY is required to perform such work, it shall be considered an extra and subject to additional compensation to VEREGY.
- Any permitting fees required by any State, local or Federal agency.

**CLIENT Responsibilities:**

- CLIENT shall continue to be responsible for reading meters until all commissioning and acceptance plan steps are completed for the AMI system.
- CLIENT shall provide assistance in locating Hard-to-Find meters.
- CLIENT shall be responsible for resolving Return To Utility (RTU) accounts.
- CLIENT shall work with VEREGY to validate the Data Integration Programs and run test billings.

## EXHIBIT B

### FEE PROPOSAL

Installation costs for actual quantities of each meter installation will be charged or credited using the unit price schedule shown in this table.

Table B.2, Quantities & Cost

Item	Quantity	Unit Cost	Extended Cost
Install 5/8" & 3/4" Meter	12,324	\$ 222.82	\$ 2,746,025.82
Install 1" Meter	946	\$ 222.82	\$ 210,787.12
Install 1.5" Meter (Flanged)	239	\$ 614.24	\$ 146,804.31
Install 2" Meter (Flanged)	320	\$ 632.06	\$ 202,260.49
Install 3" Meter	82	\$ 1,973.75	\$ 161,847.54
Install 4" Meter	26	\$ 2,355.31	\$ 61,237.94
Install 6" Meter	4	\$ 5,474.12	\$ 21,896.47
Install 8" Meter	4	\$ 8,210.97	\$ 32,843.86
Sensus IPERL Meter Retrofit	71	\$ 171.35	\$ 12,165.62
Veregy IGA, Mobilization, PR, AMI Network, Data Integration, Eng, PM, Training, Bond, Warranty, Insurance	1	\$ 2,522,809.83	\$ 2,522,809.83
<b>Sub-Total</b>			<b>\$ 6,118,679.00</b>
Credit for BS&A Report Charge	1	\$ (750.00)	\$ (750.00)
Out of Scope Services Contingency	1	\$ 270,000.00	\$ 270,000.00
<b>Contract Total</b>			<b>\$ 6,387,929.00</b>

The final contract price for the Out of Scope Services Contingency given in Table B.2 above will be adjusted based on the specific instances of each item listed in Table B.3 below at the associated unit pricing or time & material rate.

- Furnish and install electrical grounding strap across meter.
- Furnish and install new water meter isolation valve to replace defective/leaking meter isolation valve located inside the facility.
- Furnish and install new wire run from the meter to the AMI endpoint.
- Drill pit meter lids for AMI endpoint antenna.
- Perform Time and Material plumbing modifications as required to accommodate non-standard meter lay lengths, install new water meters in existing unmetered municipal building water services, changes to the meter size, or meter couplings, repair leaks, etc.

Table B.3, Out of Scope Services Unit Prices

Replacement Scope	Unit	Unit Price
Install New Ground Strap, 1" and smaller Meter	Per Item	\$24.42
Install New Ground Strap, 1.5" and larger Meter	Per Item	\$67.83
Replace Water Meter Isolation Valve, 1" and smaller	Per Item	\$149.22
Replace Water Meter Isolation Valve, 1.5" and 2"	Per Item	\$746.09
Additional Wire Run Between Meter & AMI Endpoint	Per Item	\$36.63
Drill Pit Meter Lid for AMI Antenna	Per Item	\$135.65
Time - Hourly Labor (billed in 30-minute intervals)	Per Item	\$207.55
Material - Miscellaneous Parts & Material	Per Item	Cost plus 15%

## EXHIBIT C

### INSURANCE COVERAGES

#### INSURANCE REQUIREMENTS

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

#### MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

- A. Insurance Services Office (ISO) Commercial General Liability occurrence form CG 0001 with the City of Crystal Lake named as additional insured on a primary and non-contributory basis. This primary, non-contributory additional insured coverage shall be confirmed through the following required policy endorsements: Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C.1) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit C.2) and CG 20 01 (Exhibit C.3) – Primary and Non-Contributory, and **CG 20 37 - Completed Operations – (Exhibit C.4)**; and
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.
- D. Professional Liability

#### MINIMUM LIMITS OF INSURANCE

Consultant shall maintain limits no less than the following:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
- B. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.
- C. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.

## **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the City of Crystal Lake. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officials, employees, agents and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

## **OTHER INSURANCE PROVISIONS**

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The policies are to contain, or be endorsed to contain, the following provisions:

### **A. General Liability and Automobile Liability Coverages**

1. The City of Crystal Lake, its officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of the Consultant's work, including activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Crystal Lake, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary and non-contributory as respects the City of Crystal Lake, its officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City of Crystal Lake, its officials, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Crystal Lake, its officials, employees, agents and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against who claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form" or provide the same coverage and the underlying policy, then the Consultant shall be required to name the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds.
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by City of Crystal Lake.



This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*, 146 Ill. 2d 155 (1991).

**B. Workers' Compensation and Employers' Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City of Crystal Lake, its officials, employees, agents and volunteers for losses arising from work performed by Consultant for the municipality.

NCCI Alternate Employer Endorsement (WC 000301) in place to ensure that workers' compensation coverage applies under contractor's coverage rather than the City's, if the City is borrowing, leasing or in day to day control of Consultant's employee.

**C. Professional Liability**

1. Professional liability insurance with limits not less than \$1,000,00 each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract, with a deductible not-to-exceed \$50,000 without prior written approval.
2. If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Consultant shall be required to purchase supplemental extending reporting period coverage for a period of not less than three (3) years.
3. Provide a certified copy of actual policy for review.
4. **Recommended Required Coverage (architect, engineer, surveyor, consultant):** Professional liability insurance that provides indemnification and defense for injury or damage arising out of acts, errors, or omissions in providing the following professional services, but not limited to the following:
  - a. Preparing, approving or failure to prepare or approve maps, drawings, opinions, report, surveys, change orders, designs or specifications;
  - b. Providing direction, instruction, supervision, inspection, engineering services or failing to provide them if that is the primary cause of injury or damage.

**D. All Coverages**

1. No Waiver. Under no circumstances shall the City of Crystal Lake be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:
  - a. Allowing work by Consultant or any subcontractor to start before receipt of Certificates of Insurance and Additional Insured Endorsements.

- b. Failure to examine, or to demand correction of any deficiency, of any Certificate of Insurance and Additional Insured Endorsement received.
2. Each insurance policy required shall have the City of Crystal Lake expressly endorsed onto the policy as a Cancellation Notice Recipient. Should any of the policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

### **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best rating of no less than A-, VII and licensed to do business in the State of Illinois.

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### **VERIFICATION OF COVERAGE**

Consultant shall furnish the City of Crystal Lake with certificates of insurance naming the City of Crystal Lake, its officials, employees, agents and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause (Exhibit C-5). The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the City before any work commences. The following additional insured endorsements should be utilized: ISO Additional Insured Endorsements CG 20 10 – Additional Insured: Owners, Lessees or Contractors - Scheduled Person or Organization (Exhibit C-1) or CG 20 26 Additional Insured – Designated Person or Organization (Exhibit C-2) and CG 20 01 (Exhibit C-3) – Primary and Non-Contributory, and CG 20 37 (Exhibit C-4) – Completed Operations, where required. The City reserves the right to request full certified copies of the insurance policies and endorsements.

EXHIBIT C-1

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
<p style="font-size: 48px; opacity: 0.5; transform: rotate(-45deg);">SAMPLE</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

**B. With respect to the insurance** afforded to these additional insureds, the following additional exclusions apply:

This Insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

EXHIBIT C-2

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<b>SAMPLE</b>

Information required to complete this Schedule, (not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C-3

COMMERCIAL GENERAL LIABILITY  
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –  
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the Other Insurance Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

SAMPLE

EXHIBIT C-4

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<b>SAMPLE</b>	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

EXHIBIT C-5

(Example)



**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

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

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

PRODUCER  Name of Insurance Broker	CONTACT NAME: <b>Producer/Ins. Broker Contact Info.</b>	
	PHONE (A/C No. Ext):	FAX (A/C No.):
E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE
		INSURER A: <b>Name of Insurance Company</b>
		INSURER B: <b>Name of Insurance Company</b>
		INSURER C:
		INSURER D:
		INSURER E:
		INSURER F:
INSURED  Name of Contractor		NAIC # Completed

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Policy Number Inserted	Policy Start Date	Policy Start Date	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS	Y	Y	Policy Number Inserted	Policy Start Date	Policy Start Date	EACH OCCURRENCE \$ Per Request AGGREGATE \$ Per Request
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Policy Number Inserted	Policy Start Date	Policy Start Date	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
	Professional Liability (other specialty coverages as requested)			Policy Number Inserted	Policy Start Date	Policy Start Date	\$1,000,000 per occurrence or as requested.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

List project number, location and description.  
 No additional endorsements limit coverage to additional insured beyond terms of actual additional insured endorsement (CG 2010 or CG 2026).  
 Coverage to additional insured is primary and non-contributory. Additional Insured: Member, its officials, employees, agents and volunteers.  
 Member named as cancellation notice recipient.

CERTIFICATE HOLDER  Name of Member	CANCELLATION  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Signature of authorized insurance company representative

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**TERMS AND CONDITIONS**

This agreement is made between WaterSmart Software, Inc. ("VertexOne"), a Delaware Limited Liability Company, and [Utility] ("Utility"). In addition, for the protection of Utility and VertexOne, certain customary legal terms are set forth below and on the "Software-as-a-Service Provisions" attached. This document and its incorporated attachments are together referred to as the "Agreement".

1. Payment by Utility under this Agreement for the initial term specified above is outlined in the Order Form. VertexOne shall invoice Utility upon signing of the Agreement and be compensated as set forth in the Order Form, and Utility shall pay invoices within 30 days of receipt. VertexOne shall be entitled but not obligated to suspend services due to delinquent payments, and any late payments shall be subject to an additional charge of the lesser of either (i) 1.5% per month; or (ii) the maximum interest rate permitted by law. Client is responsible for paying all taxes associated with its purchases hereunder. If VertexOne has the legal obligation to pay or collect taxes, VertexOne will invoice Client and Client will pay that amount unless Client provides VertexOne with a valid tax exemption certificate authorized by the appropriate taxing authority.
2. Each party has the right to terminate this Agreement if the other party has materially breached the Agreement and such breach remains uncured for a period of thirty days after written notice of such breach is sent to the breaching party.
3. VertexOne is an independent contractor, and shall not be considered an officer, agent, or employee of Utility.
4. VertexOne shall perform its services in a timely and professional manner consistent with standards generally and reasonably expected of software-as-a-service VertexOnes serving water utilities in the United States. VertexOne and its pertinent contractors have and shall maintain any applicable licenses or authorizations necessary to provide their services to Utility.
5. The Software-as-a-Service Provisions attached are incorporated by reference and include terms covering intellectual property rights, confidentiality, cooperation of the parties, limitation of liability, and certain other terms. Also included are terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.
6. VertexOne shall hold harmless, defend, and indemnify Utility and its officers, directors, employees, and volunteers from and against all claims, damages, losses, and expenses including reasonable attorney fees arising out of VertexOne's services, to the extent caused by any grossly negligent act or omission of VertexOne, any of its subcontractors, and anyone employed by any of them, except if caused by the active negligence, sole negligence, or willful misconduct of Utility.

VertexOne's defense and indemnity obligations under this Agreement shall be limited and shall not exceed the fees received by VertexOne for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing general defense and indemnity provisions shall not apply to contexts excluded by other express terms of this Agreement.

7. If Utility elects to make available to its end users optional bill payment services offered by or supported by VertexOne, which may or may not be integrated within VertexOne's electronic interfaces, Utility acknowledges that such services are provided directly to Utility by a third-party independent contractor. Such services shall not be supported by VertexOne until Utility enters into a mutually acceptable commercial agreement directly with such third party which shall govern Utility's rights and obligations with respect to such services. The indemnity provisions above shall not apply to bill payment services, and any indemnity for such services shall be provided by the referenced third-party provider.
8. Unless otherwise specified, VertexOne shall maintain the following policies of insurance in full force and effect during the term of the Agreement in the amounts shown below.

Commercial Liability Insurance (policy as broad as the standard ISO form)	General Liability (policy as broad as the standard ISO form)	\$1,000,000 per occurrence / \$2,000,000 aggregate per policy
Professional Liability (errors and omissions, including cyber coverage)		\$5,000,000 per claim
Automobile Liability Insurance including hired, and non-owned vehicles		\$1,000,000 per accident
Workers' Compensation		As required by statute

9. All insurance coverages of VertexOne are primary insurance as to Utility.
10. Upon request by Utility, a certificate of insurance shall be promptly provided by VertexOne confirming the coverages above.
11. VertexOne shall comply, and upon request shall certify its compliance with, any conflict-of-interest avoidance requirements of Utility.
12. Upon or before external launch of VertexOne's services, Utility and VertexOne shall cooperate to mutually approve a press release announcing the parties' relationship. Each party may disseminate and display such press release and/or its contents and may reference its relationship with the other party by name and display of the other's logo, online and offline and in subsequent communications with third parties.
13. Utility may extend or expand the agreement beyond the initial term provided for above by signing a mutually acceptable Order Form prior to the expiration of the initial term.

14. This Agreement may be executed in counterparts, including by electronic delivery. It states the complete agreement of the parties concerning its subject matter; and it may be extended or amended only in a writing signed by both parties.
15. Notices shall be sent to each party at the addresses in the signature block.
16. Where either Party sees the need for a change, Client may request or VertexOne may recommend such Change in accordance with the Change Management Process outlined in Exhibit A. Either Party may also seek additional information or suggest reasonable modifications to a proposed change. Additional work falling under the Change Management Policy will be billed at the specified hourly rate, excluding travel expenses. The Blended Rate is subject to Annual Escalation increases per the Agreement terms.
17. Upon (a) any automatic extension of the Term or the Subscription End Date, or (b) use of the Software

beyond the Term or Subscription End Date, VertexOne shall apply a twenty-five percent (25%) increase to the Fees and may in its sole discretion add new charges (including charges to account for increases or decreases in transaction volume). If Client has agreed to a renewal (in an Order Form or Statement of Work) before the automatic extension date, Subscription End Date, or the first day of the hold-over period, the relevant Order Form or Statement of Work associated with such renewal shall prevail. Client understands that pricing is contingent on timely renewal and failure to timely renew requires VertexOne to allocate resources in a manner that incurs additional cost. If a renewal is agreed after the extension or hold-over period, no refund or credit against future fees will be given.

**IT IS SO AGREED.**

VertexOne

Utility

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Address: \_\_\_\_\_

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Effective Date: \_\_\_\_\_  
 Address: \_\_\_\_\_





## Software-as-a-Service Provisions

BACKGROUND: VERTEXONE's customer engagement and data analytics services are to be provided primarily by utilization of VERTEXONE's proprietary software hosted on VERTEXONE's computer systems and accessed by authorized users over the Internet. This is a shared cost software utilization model which enables customers to achieve substantial cost savings versus commissioning custom development of software or licensing software for installation and maintenance on customers' computer systems. Companies like VERTEXONE are commonly referred to as "SaaS" or "software-as-a-service" providers. Certain supplemental provisions which are customary within the SaaS sector and essential to enabling VERTEXONE's SaaS service model and providing substantial cost savings for Utility, are set forth below and incorporated by reference in the Agreement. Also included below are additional terms applicable to bill payment, leak alert and group messenger services if such services are elected by Utility.

A. VERTEXONE's reservation of intellectual property rights VERTEXONE has created, acquired or otherwise currently has rights in, and may, in connection with the performance of this Agreement or otherwise develop, create, employ, provide, modify, acquire or otherwise obtain rights in various inventions, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, software, applications, documentation, user interfaces, screen and print designs, source code, object code, databases, algorithms, development framework repositories, system designs, processing techniques, tools, utilities, routines and other property or materials, including without limitation any and all subject matter protected or which may be protected under patent, copyright, mask work, trademark, trade secret, or other laws relating to intellectual property, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world ("VERTEXONE IP"). Utility acknowledges that VERTEXONE owns and shall own all intellectual property rights in and to deliverables hereunder, the VERTEXONE IP and derivative works of VERTEXONE IP (whether

independently or jointly conceived), regardless of whether or not incorporated in any print or electronic Water Reports, Customer Portal, Utility Dashboard, or other software or deliverable provided to Utility by VERTEXONE, and that Utility shall acquire no right or interest in the same.

Utility agrees to assign, and hereby does assign, any right, title and interest in any such suggestions, enhancement requests, or other feedback provided by Utility relating to services offered by VERTEXONE. If and to the extent any such assignment is ineffective, Utility hereby grants to VERTEXONE a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its services any such suggestions, enhancement requests, or other feedback provided by Utility.

Subject to the foregoing, authorized employees and customers of Utility may during the term of the Agreement access and use the VERTEXONE SaaS services, print and electronic Water Reports, Customer Portal, Utility Dashboard, Extended Messaging Services, other deliverables provided to Utility by VERTEXONE, and applicable bill presentment services, each as so specified by the Scope of Work, for purposes of Utility's customer engagement program, customer billing, and for Utility's internal purposes, so long as Utility is current with respect to its financial and other obligations under the Agreement. Such authorization is limited to Utility's service territory and is non-exclusive, non-transferable, and non-sublicensable. If Utility enters into an agreement with a third-party contractor of VERTEXONE related to bill payment services, the intellectual property provisions of such agreement shall apply with respect to intellectual property owned or controlled by such third party. Any rights not expressly granted herein are reserved by VERTEXONE and its licensors.

B. Utility's cooperation in providing necessary inputs Deliverables to be provided by VERTEXONE via its proprietary software require certain data from Utility. Utility shall provide VERTEXONE with those data, records, reports, approvals, and other inputs identified for Utility to provide in the Scope of Work or otherwise requested by VERTEXONE. Utility shall ensure that such inputs are accurate and within Utility's

legal rights to share with VERTEXONE subject to the confidentiality and other applicable provisions of the Agreement. Time is of the essence, and Utility shall provide its inputs within the timeframes specified for Utility by the Scope of Work. If bill payment services are included in the Scope of Work, Utility shall cooperate with VERTEXONE and its applicable third-party partner(s) in timely providing the data, records, reports, approvals, and other inputs requested for such services. VERTEXONE shall not be responsible for delays outside VERTEXONE's control, and deadlines for VERTEXONE's performance shall be adjusted, if necessary, to accommodate delays by Utility.

C. Confidentiality and VERTEXONE's use of aggregated data All data, documents and other information received or accessed by one party ("Receiver") from the other party or its end users (collectively, "Discloser") for performance of this Agreement, including without limitation personally identifiable information and financial information, are deemed confidential. Such information shall not be used or disclosed by the Receiver without the prior written consent of the Discloser or owner (which may include without limitation consent by end users to share any information with additional users they authorize), except to the Receiver's employees and contractors on a need-to-know basis for performance of this Agreement with appropriate confidentiality protections. For this purpose, protected confidential information shall not include (i) information that, at the time of disclosure, is publicly available or generally known or available to third parties, or information that later becomes publicly available or generally known or available to third parties through no act or omission by the Receiver; (ii) information that the Receiver can demonstrate was in its possession prior to receipt from the Discloser; (iii) information received by the Receiver from a third party who, to the Receiver's knowledge and reasonable belief, did not acquire such information on a confidential basis from the Discloser; (iv) information the Receiver can demonstrate was independently developed by it or a third party; or (v) information that the Receiver is legally required or compelled by a court to disclose.

The foregoing confidentiality obligations are subject to the following clarification of the parties' rights and obligations with respect to aggregated and anonymous data. Utility hereby gives its permission to VERTEXONE to use and disclose on an anonymous and/or aggregated basis (excluding any personally identifiable information) any data pertaining to Utility end customers and their water consumption, including without limitation derivative data and data combined with the data of other utilities, for purposes of project evaluation and any research, product development, marketing, or other legitimate business purposes. This Section C shall survive any termination or expiration of the Agreement. Each party shall post and comply with its applicable privacy policy.

D. Software corrections and third-party acts; limitation of liability for SaaS services In the event that VERTEXONE's services fail to meet specifications or other requirements specified by the Scope of Work, Utility shall promptly notify VERTEXONE and VERTEXONE shall promptly correct any defect or substitute services, software, or products to achieve the functionality and benefits originally specified. If VERTEXONE promptly makes such correction or substitution, VERTEXONE shall have no further liability with respect to said defect(s), notwithstanding any other provision of the Agreement. All warranties not expressly stated in the Agreement are disclaimed. Utility understands that Utility's use of VERTEXONE's services provided online may be interrupted by circumstances beyond VERTEXONE's control involving third parties, including without limitation computer, telecommunications, network, Internet service provider or hosting facility failures or delays involving hardware, software, networks, or power systems not within VERTEXONE's possession or direct control, and network intrusions or denial of service attacks (collectively, "Third Party Acts"). VERTEXONE shall not be responsible or otherwise liable for any Third-Party Acts, including, without limitation, any delays, failures, or security breaches and damages resulting from or due to any Third-Party Acts, provided that VERTEXONE has exercised due care. However, in the case of any Third-Party Act which will delay

or prevent VERTEXONE from providing online services to Utility, VERTEXONE will promptly notify Utility and assist in mitigating any impact. NEITHER PARTY WILL BE LIABLE TO THE OTHER, UNDER ANY CLAIM RELATING TO THIS AGREEMENT, FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE or CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE OR LOSS OF DATA, EVEN IF ADVISED OF THE POSSIBILITY OF THESE DAMAGES. Under no circumstances or event shall VERTEXONE's total cumulative liability for losses or damages of any kind arising under or relating to this Agreement and under any theory (contract, tort, defense, and indemnity, or otherwise), exceed the fees received by VERTEXONE for the services that give rise to the liability in the twelve months preceding the accrual of such liability. The foregoing limited remedy and limitation of liability provisions shall apply notwithstanding any conflicting provisions or any failure of essential purpose with respect to a limited remedy or limitation of liability, and shall survive any termination or expiration of the Agreement. Utility acknowledges that pricing for VERTEXONE's services would be substantially higher without the aforementioned limitations.

#### E. Technology and services infrastructure

VertexOnes VERTEXONE as a SaaS provider utilizes the secure cloud hosting platform of a third-party industry leader in cloud computing with state-of-the art security to host the data of all VERTEXONE customers. VERTEXONE utilizes a reputable third party VertexOne to perform printing and mailing services when included within the scope of VERTEXONE's work. For bill payment services, including credit card, debit card, and ACH payments and authentication, VERTEXONE works with leading edge, reputable third party VertexOnes specializing in such functions. Since the referenced cloud hosting platform, printing and mailing VertexOnes, bill payment services providers, and certain other VertexOnes performing similar or related functions, are integral components of VERTEXONE's technology and services infrastructure used across its pertinent customer base and are not specific to Utility and services

under this Agreement, Utility acknowledges that such utilization or collaboration is not considered subcontracting of VERTEXONE's services under this Agreement.

If Utility elects to make bill payment services available to its end customers, the pertinent end users and Utility assume all risks associated with such services, and no indemnity provisions in favor of Utility shall apply to such services, except in the event of VERTEXONE's willful misconduct. In the absence of willful misconduct by VERTEXONE, Utility's sole remedies related to bill payment services shall be from the independent third-party provider of such services in accordance with any contract between Utility and such provider. If Utility enters into an agreement with any third-party contractor of VERTEXONE for any other services ancillary or related to the services provided by VERTEXONE during the term of this Agreement, Utility shall first seek and exhaust all remedies from such third-party contractor prior to seeking any remedy from VERTEXONE with respect to such services.

With respect to all bill payment services, as well as any services provided by independent third-party contractors not in contract with VERTEXONE, including without limitation any such services which at Utility's request or direction are integrated by VERTEXONE into its electronic interfaces for Utility, VERTEXONE shall not be responsible for services provided by such third parties. In furtherance of the foregoing, Utility shall hold harmless, defend, and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives, and volunteers from and against all claims, damages, losses, and expenses, including without limitation any statutory damages, penalties, and attorney's fees, arising out of, or relating to such third-party services, except in the event of VERTEXONE's willful misconduct.

F. Compliance with Laws VertexOne shall comply with all federal, state, and local laws, regulations, regulatory rulings, and ordinances as may be applicable to the performance of its services under this Agreement. Utility shall comply with all federal, state, and local laws, regulations, regulatory rulings, and ordinances related to this Agreement, and shall have sole responsibility for



securing any necessary regulatory approvals, if any, for this Agreement and/or the services hereunder.

Utility shall be responsible for obtaining from its end customers any consents and providing any notices, if any are legally required, for the services to be provided by VertexOne hereunder, as well as any bill payment or other third-party services elected by Utility.

G. Extended Messaging Services If Utility elects to utilize VERTEXONE's leak alert or group messenger services, certain supplemental legal terms shall apply. These supplemental terms ("Extended Messaging Terms") are set forth below and shall prevail in the event of any conflict or inconsistency. For avoidance of doubt, the Extended Messaging Terms apply to all VERTEXONE services involving automated phone calls (conventional and mobile), pre-recorded messages, text messages, and other such bulk communications (including emails outside of VERTEXONE's core customer engagement offerings) (collectively, "Extended Messaging Services").

1. Utility shall be solely responsible for the content of any messages or communications to end customers which Utility initiates or authorizes in connection with the Extended Messaging Services, as well as Utility's selection of any vehicle (i.e., conventional phone, mobile phone, text, email) for such messages or communications. VERTEXONE shall have no responsibility or liability of any kind with respect to messages or communications initiated or authorized by Utility or its representatives. In furtherance of the foregoing, Utility shall hold harmless, defend and indemnify VERTEXONE and its officers, directors, employees, contractors, representatives and volunteers from and against all claims, damages, losses and expenses including without limitation any statutory damages, penalties, and attorney's fees, arising out of or relating to the Extended Messaging Services or any breach by Utility of the Agreement including without limitation these Extended Messaging Terms, except in the event of VERTEXONE's willful misconduct. For avoidance of doubt, if the

Agreement has other indemnity provisions in favor of Utility such provisions shall not apply to the Extended Messaging Services, except in the event of VERTEXONE's willful misconduct.

2. If Utility elects to make available to its end customers Extended Messaging Services offered by VERTEXONE to alert end users of potential leaks or high-water usage, the pertinent end users and Utility assume all risks associated with such alerts, and no indemnity provisions in favor of Utility shall apply to such risks (including without limitation any liability claims for failure to alert or inaccurate alerts), except in the event of VERTEXONE's willful misconduct.
3. With respect to Extended Messaging Services, VERTEXONE's role is limited to delivering via its technology platform Utility's communications through vehicles selected by Utility; accordingly, compliance with applicable laws (which may vary by state and locale) is strictly Utility's responsibility with respect to Extended Messaging Services notwithstanding any provision to the contrary.
4. Utility is encouraged to consult legal counsel of its own with respect to this Agreement and in reference to Federal Communications Commission Declaratory Ruling FCC 16-88 (released August 4, 2016), any Extended Messaging Services, and compliance with applicable federal, state, and local laws, regulations and regulatory rulings, and ordinances. Utility shall not rely on VERTEXONE or VERTEXONE's representatives for legal advice or guidance concerning the content or appropriate vehicles (i.e., conventional phone, mobile phone, text, email) for communications with Utility end customers.
5. In order to provide the Extended Messaging Services at efficient cost and with optimal levels of security and reliability, VERTEXONE may utilize one or more third party communications technology and communications services providers. Since such providers are utilized across VERTEXONE's pertinent customer base and are not specific to Utility and service choices

by Utility under the Agreement, Utility acknowledges that such utilization is not

considered subcontracting of VERTEXONE's services under the Agreement.

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FERGUSON WATERWORKS #2521  
 1720 STATE ST  
 DEKALB, IL 60115-2617

Phone: 815-756-2800  
 Fax: 815-756-2877

Deliver To: From: Tj Rodebaugh tj.rodebaugh@ferguson.com Comments:
---

00:17:19 OCT 09 2024

FERGUSON WATERWORKS #2516

Price Quotation  
 Phone: 815-756-2800  
 Fax: 815-756-2877

Bid No: B196650  
 Bid Date: 09/03/24  
 Quoted By: KAL

Cust Phone: 815-459-2020  
 Terms: NET 10TH PROX

Customer: CITY OF CRYSTAL LAKE  
 100 W MUNIPAL COMPLEX  
 CRYSTAL LAKE, IL 60014

Ship To: CITY OF CRYSTAL LAKE  
 100 W MUNIPAL COMPLEX  
 CRYSTAL LAKE, IL 60014

Cust PO#: P.O. TO FOLLOW

Job Name: METER QUOTE

Item	Description	Quantity	Net Price	UM	Total
NEU2A1G1	1-1/2 MACH10 USG 13 LL	239	576.000	EA	137664.00
NEU2E1G1	2 MACH10 USG 17 LL *X	320	608.000	EA	194560.00
NEU3B1G1	3" MACH 10, 17" LENGTH USG	82	2502.000	EA	205164.00
NEU3D1G1	4" MACH 10, 20" LENGTH USG	26	3258.000	EA	84708.00
NEU3F1G1	6" MACH 10, 24" LENGTH USG	4	6019.350	EA	24077.40
NEU4A1G1	8 MACH 10 20 LGTH USG	4	9315.350	EA	37261.40

Net Total: \$683434.80  
 Tax: \$0.00  
 Freight: \$0.00  
 Total: \$683434.80

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL STATE LOCAL GOVERNMENT PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>  
 Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=2521&on=22367>



## Bid Proposal for CRYSTAL LAKE IPERL METERS

CUSTOMER

**CITY OF CRYSTAL LAKE**  
100 W WOODSTOCK STREET  
WATER DEPARTMENT  
CRYSTAL LAKE, IL 60014

**Job**  
CRYSTAL LAKE IPERL METERS  
CRYSTAL LAKE , IL  
Bid Date: 10/15/2024  
Bid #: 3803839

CONTACT

**Sales Representative**  
Joseph Szerszen  
(M) 630-461-5399  
(T) 630-665-1800  
(F) 630-665-1887  
Joe.Szerszen@coreandmain.com

**Core & Main**  
3415 E. Ohio Avenue  
St. Charles, IL 60174  
(T) 6306651800

NOTES



Bid Proposal for CRYSTAL LAKE IPERL METERS

CITY OF CRYSTAL LAKE  
 Job Location: CRYSTAL LAKE , IL  
 Bid Date: 10/15/2024  
 Core & Main Bid #: 3803839

**Core & Main**  
 3415 E. Ohio Avenue  
 St. Charles, IL 60174  
 Phone: 6306651800  
 Fax: 6306651887

Seq#	Qty	Description	Units	Price	Ext Price
10		IPERL METERS			
30	1451	IPERL 5/8 3TS .1G SM 8WHL I1S3GAXX	EA	115.00	166,865.00
40		8 WHEEL 1/10 GALLON			
50		NORMAL MODE			
70	1179	3/4S IPERL .1G 3-TERM SCREW \$M 7.5"LL 8WHL SMART MODE I2S3GAXX	EA	115.00	135,585.00
80		8 WHEEL 1/10 GALLON			
90		NORMAL MODE			
110	9694	IPERL 3/4 3TS .1G SM 8WHL I3S3GAXX	EA	130.00	1,260,220.00
120		8 WHEEL 1/10 GALLON			
130		NORMAL MODE			
150	946	1 IPERL .1G 3-TERM SCREW SM 10.75"LL 8WHL SMART MODE I4S3GAXX	EA	180.00	170,280.00
160		8 WHEEL 1/10 GALLON			
170		NORMAL MODE			
190					
200		THANK YOU FOR THE OPPORTUNITY			
210		TO QUOTE YOUR PROJECT.			
220					
230		SINCERELY,			
240					
250		CORE AND MAIN			
				<b>Sub Total</b>	<b>1,732,950.00</b>
				<b>Tax</b>	<b>0.00</b>
				<b>Total</b>	<b>1,732,950.00</b>

UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: <https://coreandmain.com/TandC/>



Aclara Pricing to the City of Crystal Lake (IL)  
Aclara RF Water System



Quote #      Date: 10/8/2024

HARDWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
1.0	<b>WATER ENDPOINTS</b>					
1.01	Water Meter MTU - Encoder, Single Port, Extended Range, Meter Alarms 12' wire	3451-012-XBW	14,017	\$99.22	\$1,390,766.74	(7)
<b>HARDWARE TOTAL:</b>					<b>\$1,390,766.74</b>	

SOFTWARE						
Item	Description	Part Number	Qty	Unit Price	Extended Price	Notes
2.0	<b>SOFTWARE ANNUAL FEES</b>					
2.01	Software as a Service (SaaS) AclaraONE Software ASP Fee	SW-3010A-W-RF SW-3020A-W-RF	14,017	\$2.46	\$34,481.82	(8,10)
2.02	Aclara MTU Programmer ASP	SW-1050A	14,017	\$0.11	\$1,541.87	(8,10)
2.03	DCU Maintenance & Repair	504-0002W	8	\$550.00	\$4,400.00	(8,10)
2.04	Cellular Backhaul Data Plan (Per DCU per year for access to the Aclara Wireless Network for Water. Fee includes support, private APN, VPN and 250MB cellular data plan.)	NS-AWN-250MBY-W-RF	8	\$432.00	\$3,456.00	(9,10)
<b>ANNUAL SOFTWARE TOTAL:</b>					<b>\$43,879.63</b>	

Subtotal: **\$1,434,646.43**  
 Material Handling & Freight: **Included**  
**Grand Total: \$1,434,646.43** (1,2,3,4,5,6)

**PRICING ASSUMPTIONS**

General Note: This Proposal/Quotation is based upon the terms and conditions set forth in the Aclara Standard Terms and Conditions of Sales for Equipment and Certain Services that are available on Aclara's website at: <http://www.aclara.com/terms-and-conditions/>  
 Any conflicting or additional terms and conditions contained in any resulting purchase order are hereby rejected unless agreed to in writing by Aclara.

**GENERAL**

- 1 Pricing remains in effect for a period of 90-days from the date above.
- 2 Pricing is confidential, proprietary, and governed by the confidentiality requirements of the terms and conditions.
- 3 The itemized pricing shown is based on quantities and schedules proposed herein; any changes may result in a pricing adjustment. Stand-alone pricing for each line item may be provided upon request.
- 4 Total extended price shown excludes any applicable Sales Tax.
- 5 In the event of unusual and significant fluctuation in commodities, freight, and/or logistics, Aclara reserves the right to adjust pricing with 30 days' notice.
- 6 The above quote is valid for deliveries within 12 months only from the date above.

**ENDPOINTS**

- 7 Does not include the water meter.

**SOFTWARE**

- 8 AclaraONE configuration based on total system size of (14,017 total endpoints) endpoints. Final AclaraONE configuration will be determined by working in conjunction with IT staff at the beginning of each contract year and pricing adjusted accordingly for that year.

**ANNUAL FEES**

- 9 Assumed Cellular Provider is Verizon, alternate Cellular Providers can be discussed, but may impact pricing.
- 10 Subject to 3% annual escalation starting in year 5.

Phil Knight  
 Aclara Technologies LLC  
 618-402-2747  
[pknight@hubbell.com](mailto:pknight@hubbell.com)



**ORDINANCE APPROVING THE WAIVER OF COMPETITIVE BIDDING PROCEDURES OF THE CITY CODE SECTION 102-3**

**WHEREAS** the CITY OF CRYSTAL LAKE (CITY) has identified the need to replace the water meters in the CITY, and

**WHEREAS** the CITY intends to upgrade the existing Automated Meter Reading system to an Advanced Metering Infrastructure; and

**WHEREAS** proposals were publicly solicited and reviewed for phase 1 of the water meter project, resulting in a determination that Veregy offered a proposal that is the most advantageous to the City

**WHEREAS** phase one of the meter replacement project was approved on May 21, 2024 and has been completed by Veregy including the meter testing, an investment grade audit, vendor symposium, a 20 year cost analysis, and recommendation for purchase of the meter and advance meter infrastructure (AMI) technology; and

**WHEREAS** the CITY has found Veregy as the best firm to complete phase 2 of the water meter project; and

**WHEREAS** Veregy and the CITY conducted a full vendor symposium for equipment and technologies to determine the most advantageous and cost effective combination of meters and AMI;

**WHEREAS** the Mayor and City Council have found and determined that waiver of the formal competitive bidding procedures under 102-3 of the City Code would be in the best interest of the City and its residents.

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:**

SECTION 1. Recitals. The foregoing recitals are repeated and incorporated as though fully set forth herein.

SECTION TWO. Waiver of Competitive Bidding Requirements under City Code Section 102-3 and authorization to enter into a contract with Veregy, LLC. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into a contract with Veregy, LLC for Residential and Commercial Water meter Replacement Program Services Phase 2 in the amount of \$6,387,929.00 allowing for a 5% contingency for unforeseen changes.

SECTION THREE. Waiver of Competitive Bidding Requirements under City Code Section 102-3 and authorization to enter into a contract with Aclara Technologies, LLC. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into a contract with Aclara Technologies, LLC for water endpoints and software annual fees in the amount of \$1,434,646.43 allowing for a 5% contingency for unforeseen changes.

SECTION FOUR. Waiver of Competitive Bidding Requirements under City Code Section 102-3 and authorization to enter into a contract with Core & Main, LP. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into a contract with Core & Main, LP for Sensus water meters in the amount of \$1,732,950.00 allowing for a 5% contingency for unforeseen changes.

SECTION FIVE. Waiver of Competitive Bidding Requirements under City Code Section 102-3 and authorization to enter into a contract with Ferguson Waterworks, LLC. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is hereby authorized to enter into a contract with Ferguson Waterworks, LLC for Neptune water meters in the amount of \$683,434.80 allowing for a 5% contingency for unforeseen changes.

SECTION SIX. Waiver of Competitive Bidding Requirements under City Code Section 102-3 and authorization to enter into a contract with VertexOne, LLC. The waiver of the formal procurement requirements under Section 102-3 of the Code is approved and the City Manager is

hereby authorized to enter into a contract with VertexOne, LLC for a customer portal in the annual amount of \$31,025.00 allowing for a 5% contingency for unforeseen changes.

SECTION SEVEN. Effective Date. 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 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

SEAL

ATTEST

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

PASSED: November 19, 2024  
APPROVED: November 19, 2024





## **ORDINANCE AMENDING THE CRYSTAL LAKE CITY CODE**

**WHEREAS** the CITY OF CRYSTAL LAKE (CITY) has identified the need to replace the water meters in the CITY, and

**WHEREAS** the CITY intends to upgrade the existing Automated Meter Reading system to an Advanced Metering Infrastructure; and

**WHEREAS** full compliance of all water and sewer customers is required for accurate and timely consumption readings

**NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CRYSTAL LAKE THAT:**

**SECTION ONE. Recitals.** The foregoing recitals are repeated and incorporated as though fully set forth herein.

**SECTION TWO. Amendment of §515-25.** Section 515-25 of the City Code (Access to meters and other City equipment) is hereby amended to add subsection (E), which shall hereafter provide:

E. Should any person, firm or corporation fail to schedule an appointment to allow a City employee or authorized agent of the City to have access to their property for the purpose of replacement of a City water meter and/or related equipment within forty-five days of first notification of required access by the City, or fail to provide access to their property on two consecutive scheduled meter replacement or repair appointments, an old meter fee of \$100 shall be imposed upon the property owner in the amount of \$100 per month and applied to the billing statements(s) until remedied. The fees imposed by this subsection shall not preclude the City from also initiating service disconnection and the

imposition of fees pursuant to §515-16(G) of the City Code for failure to allow access for the purpose of replacement of water meter and related equipment.

SECTION THREE. Effective Date. 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 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE, an  
Illinois municipal corporation,

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

SEAL

ATTEST

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

PASSED: November 19, 2024

APPROVED: November 19, 2024



## Agenda Item No:18

### City Council Agenda Supplement

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<b><u>Meeting Date:</u></b>	November 19, 2024
<b><u>Item:</u></b>	Truth in Taxation Compliance Procedural Requirement
<b><u>Staff Recommendation:</u></b>	Motion to adopt a resolution determining the 2024 tax levy in compliance with the Truth in Taxation Law
<b><u>Staff Contact:</u></b>	Eric Helm, City Manager Jodie Hartman, Director of Finance

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#### **Background:**

Adoption of this resolution is procedural requirement, as the actual levy ordinance will be considered after the public hearing at the December 3, 2024 City Council meeting. The monies collected from the 2024 tax levy will be received in fiscal year 2025.

The amounts for line items included in the levy, such as public safety pensions and a portion of Fire Rescue operations, have already been calculated and determined necessary. The proposed levy includes an overall increase of 3.4% to the total dollars levied, inclusive of the Crystal Lake Public Library. The actual tax levy ordinance will be placed on the December 3, 2024 City Council agenda for consideration, along with the City's proposed annual budget for 2025.

The proposed levy would:

- Maintain a ZERO levy for general operations, which include City Administration, Police, Community Development and Public Works activities.
  - Provide necessary funding for Police and Firefighters' Pension Funds, Fire Rescue operations, crossing guards, IMRF and Social Security funding, and support of the Crystal Lake Public Library.
  - DECREASE the City's property tax rate by an estimated 1.5%.
  - Be spread over a wider tax base than the previous year, as the City's Equalized Assessed Valuation (EAV) is expected to grow by over 7%.
  - Minimize the impact to property holders, due to the rate decrease. Property owners with a change in their property's EAV of less than 1.3% would not see an increase to the City's portion of the property tax bill. Property tax owners with an increase of 5% on a property formerly valued at \$300,000 would pay an additional \$41.88 to the City for the year.
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- Include an overall increase of 3.4% to the total dollar amount levied, inclusive of the Crystal Lake Public Library.

The proposed tax levy is not more than 5% than the taxes extended for the prior tax levy therefore, a “Black Box” publication is not required but will be voluntarily printed in the local newspaper as an act of transparency. Similarly, a voluntary public hearing has been scheduled for December 3, 2024, prior to the adoption of the tax levy ordinance.

**Recommendation:**

It is staff’s recommendation to approve a resolution determining the maximum 2024 tax levy.

**Votes Required to Pass:**

Simple majority

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**RESOLUTION**

WHEREAS, the City Council of the City of Crystal Lake, McHenry County, Illinois, a home rule corporation, herein referred to as the "City", wishes to comply with the Truth in Taxation Act, ILCS Chapter 35:200/18-et seq.; and

WHEREAS, this determination is in compliance with the Truth in Taxation Act; and

WHEREAS, in compliance with the Truth in Taxation Act, since the proposed tax levy is not more than 5% than the taxes extended for the prior tax levy, a notice is not required to be published in a general circulation newspaper published in the taxing district and therefore may not be published; and

WHEREAS, a public hearing will be held prior to the adoption of the tax levy ordinance.

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

The Corporate Authorities determine the amount of money estimated to be necessary to be raised by taxation for the 2024 tax levy is approximately \$20,667,195 which is no more than 105% of the aggregate extensions for the 2023 tax levy, which was \$19,986,777.

DATED at Crystal Lake, Illinois this 19<sup>th</sup> day of November, 2024.

CITY OF CRYSTAL LAKE,  
an Illinois municipal corporation,

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

SEAL

ATTEST

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

PASSED: November 19, 2024

APPROVED: November 19, 2024