



City Council Work Session

Crest Hill, IL

June 09, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

1. Festa Italiana Waivers
2. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity
3. Midwest Industrial Funds Request to Extend Validity Period of Variation and Special Use Approval Ordinance #1990
4. Ordinance to Replace the Grocery Tax effective January 1, 2026
5. Ordinance Approving Manual Water Meter Read Fee of \$50.00 per meter read
6. Resolution Approving a Professional Service Agreement for Design Services for the Imperial Drive and Root Street Watermain Replacement and Roadway Rehabilitation Improvement-Design Engineering Services by and between the City of Crest Hill, Will County, Illinois Christopher B. Burke Engineering, Ltd for a cost of \$197,580.00
7. A Resolution for Amendment No 2 to the August 31, 2023 agreement for design and bidding -related services for CIPP Water Main Rehabilitation by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amended contract amount of \$480,400.00.
8. Resolution Approving an Agreement for Phase 1-CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$178,500.00.

The Agenda for each regular meeting and special meeting (except a meeting held in the event of a bona fide emergency, rescheduled regular meeting, or any reconvened meeting) shall be posted at the City Hall and at the location where the meeting is to be held at least forty-eight (48) hours in advance of the holding of the meeting. The City Council shall also post on its website the agenda for any regular or special meetings. The City Council may modify its agenda for any regular or special meetings. The City Council may modify its agenda before or at the meeting for which public notice is given, provided that, in no event may the City Council act upon any matters which are not posted on the agenda at least forty-eight (48) hours in advance of the time for the holding of the meeting.

- [9.](#) Resolution approving Professional Engineering Service agreement for review services of the Traffic Impact Study prepared for Quick Trip Development and prepare a study of Potential Traffic Calming Measures along the Knapp Corridor by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for a not to exceed of \$59,800.00
10. Discussion of Shred Event with Lockport Township for Future Date
11. Public Comments
12. Mayor's Updates
13. Committee/Liaison Updates
14. City Administrator Updates
15. 5ILCS 120/2 (c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.

**Agenda Memo**

Crest Hill, IL

Meeting Date: June 9, 2025
Submitter: Mayor Raymond R. Soliman RJ
Department: Mayor's Office
Agenda Item: Festa Italian Parade

Summary:

Ms. Christina Hayden and Dan Brandolino respectfully request approval for the use of our Police Officers and for the road closure for the annual Festa Italiana Parade to be held on Sunday, August 10, 2025 at 12:00 noon. Your consideration in this matter would be greatly appreciated.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

**Agenda Memo****Crest Hill, IL**

Meeting Date: June 9, 2025
Submitter: Mayor Raymond R. Soliman *RS*
Department: Mayor's Office
Agenda Item: Three Day Liquor License Waiver

Summary:

Ms. Christina Hayden and Dan Brandolino representing the American Italian Cultural Society are respectfully requesting a waiver of the permit fee for a three-day liquor license for Friday, August 8, 2025, Saturday, August 9, 2025 and Sunday, August 10, 2025 for the annual Festa Italiana Picnic.

Additionally, Ms. Hayden is respectfully requesting a waiver for all permit fees associated with signage for the Festa Italiana Picnic held on the same weekend. Your consideration in this matter would be greatly appreciated.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



City Council Work Session Memo**Crest Hill, IL**

Meeting Date: June 9, 2025**Submitter:** Community and Economic Development Director Patrick Ainsworth, AICP
Community and Economic Development Consultant, Ron Mentzer**Department:** Community Development**Agenda Item:** Request to Extend Validity Period of Ordinance #1990 - Granting a Special Use Permit and Setback Variations For A 150,000+/- sf. Office, Industrial, and Warehouse Building on Lot 17 in the Crest Hill Industrial Park**Background:**

On July 15, 2024, the City Council passed City Ordinance #1990 to approve a special use permit, a front-yard building setback variation, and a rear yard parking setback variation that would allow MWI Property Group (MWI) to construct a 150,000+/- sf. office, industrial, and warehouse building on Lot 17 in the Crest Hill Industrial Park. A copy of this ordinance has been attached for reference as Exhibit A. MWI has been unable to consummate its purchase of this site or construct the approved project due to ongoing litigation and legal disputes between the owner of record of the site and the original developer of the Crest Hill Industrial Park and its business partners.

Section 12.7-9 of the Zoning Ordinance contains specific regulations and requirements regarding the validity period for special use approvals. This section of the Zoning Ordinance states:

In any case where a special use has been granted, and where no special use development has taken place within one (1) year of granting thereof, then without further action by either the Plan Commission or the City Council, said special use variation shall become null and void, unless the owner/applicant submits a formal request in writing seeking an extension. Written requests for extension must be submitted thirty (30) days prior to expiration date.

MWI has submitted the May 2, 2025, letter attached as Exhibit B to explain the challenges that have prevented it from acquiring this site, document its continuing strong desire to purchase this site and develop the project approved by Ordinance #1990, and formally request the City Council approve a 24 month extension to the validity period for Ordinance #1990. MWI representatives will be in attendance at the June 9 meeting to present this request and address questions from the City Council.

Staff Conclusion and Recommendation: Based on staff's ongoing interaction with MWI representatives over the past year, it is clear that the circumstances that have prevented them from acquiring this site are not the result of their action or inaction. Staff recognizes that MWI has successfully developed a similar high quality project in Crest Hill and remains fully committed to purchasing this site and developing the project approved by Ordinance #1990 once the seller's legal

disputes are resolved. Based on this knowledge and experience, staff supports the City Council's approval of the requested 24 month extension to the validity period of Ordinance #1990.

Council Action Requested: If the Mayor and City Council are receptive to the requested extension, Staff recommends the City Council authorizes the City Attorney and staff to prepare an ordinance that would approve MWI's requested extension of the approvals granted in Ordinance #1990.

Financial Impact: Approval of this ordinance and the ultimate construction of this project would generate approximately \$150,000 in one-time building permit fee revenue, a one-time \$150,000 transportation network improvement contribution, and a yet to be determined amount of new reoccurring property tax revenue for the City.

Funding Source: N/A

Budgeted Amount: N/A

Attachments:

- Exhibit A – City of Crest Hill Ordinance #1990
- Exhibit B – May 2, 2025 Extension Request Letter from MWI Property Group

ORDINANCE NO. 1990**AN ORDINANCE GRANTING A SPECIAL USE PERMIT AND SETBACK VARIATIONS WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED WITHIN THE CORPORATE BOUNDARIES OF CREST HILL [APPLICATION OF MIDWEST INDUSTRIAL FUNDS]**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-3.1.1 (the “Code”) authorizes the corporate authorities of any municipality to enact ordinances to provide for the classification of special uses, including, but not limited to, public and quasi-public uses affected with the public interest, uses which may have a unique, special, or unusual impact upon the use or enjoyment of neighboring property, and planned developments; and

WHEREAS, the Code states that a special use shall be permitted only upon evidence that such use meets standards, established for such classification in the ordinances, and the granting of permission may be subject to conditions reasonably necessary to meet such standards; and

WHEREAS, the City of Crest Hill (“City”) has enacted said ordinance in Section 12.7 of the Crest Hill Zoning Ordinance, specifying the requirements for special use permits; and

WHEREAS, Midwest Industrial Funds (“Applicant”), has properly filed and presented before the Crest Hill Plan Commission an application seeking the granting of a special use permit for the preliminary and final Planned Unit Development (PUD) plans along with a front-yard building setback variation and a rear yard parking setback variation (the “Application”) for certain property within the city limits of the City of Crest Hill, Will County, Illinois, and located at Lot 17 of the Crest Hill Business Park, Crest Hill, Illinois, PIN: 11-04-30-102-012-0000 (the “Property”), as legally described in Exhibit “A” with proper notice thereof given; and

WHEREAS, said Property is zoned M-1 under the Crest Hill Zoning Ordinance; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken June 27, 2024, following public hearing on June 27, 2024, recommended approval of the special use permit and variation sought in the Application, with certain conditions, after holding and closing said Public Hearing, with proper notice thereof given; and

WHEREAS, the City Council has examined the June 27, 2024, Findings and Decision of the Plan Commission hereto attached as Exhibits “B” and “C”, and has considered the presentations and arguments of the Applicant in a regularly scheduled open meeting; and

WHEREAS, the City Council finds that it is in the best interests of the City that the Recommendation of the Plan Commission be accepted, and the Application be granted.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

SECTION 1: The Preambles of this Ordinance are incorporated herein by reference.

SECTION 1: The Preambles of this Ordinance are incorporated herein by reference.

SECTION 2: That the City Council hereby accepts, adopts, and ratifies the Findings and Decision of the Plan Commission, attached hereto as “Exhibits B and C” and incorporated by reference herein, as the Findings and Decision of the City Council in relation to the Application for a special use permit and parking variation.

SECTION 3: That a special use permit is hereby granted to Midwest Industrial Funds, Inc. to allow an M-1 special use for a preliminary and final Planned Unit Development (PUD) plans and a front-yard setback variation and a rear yard parking setback variation for the property at Lot 17 of the Crest Hill Business Park in Crest Hill, Illinois PIN: 11-04-30-102-012-0000 (the “Property”), as legally described in Exhibit “A”, and in accordance with reviewed plans and the definitions of the zoning classifications currently in use in the Crest Hill Zoning Ordinance, hereinafter described and subject to the following conditions:

1. **Loading Dock Restriction:** The maximum number of loading docks permitted for the speculative industrial warehouse/office building shall not exceed 34 for the PUD. Any increase in the number of loading docks above 34 will require a new public hearing and approval of a PUD amendment.
2. **Truck Route Monetary Contribution:** Unless otherwise approved by the City Council, MIF Shall make a monetary contribution the City that the City can use for the design, construction, and/or land acquisition for the City’s planned future truck route extension to Weber Road. The details of this monetary contribution shall be finalized in a Development Agreement reviewed and approved by the City Council.
3. **Lidice Parkway Driveway Connection:** MIF shall make contact and have meaningful communications with TLC ownership regarding what MIF is prepared to do to obtain TLC’s approval for a driveway connection between the Subject Property and Lidice Parkway. MIF shall summarize the details of these communications in writing for the City Council’s reference during its consideration and potential approval of the Plan Commission’s recommendation on this Project.
4. **Final Design Documents Approval:** Approval of the requested Preliminary and Final PUD Special Use Permit is subject to final civil engineering design plan, photometric/electrical plan, and associated platting approval by City staff and consultants.
5. **Project Signage:** All sign proposals shall comply with applicable sign code regulations of the Crest Hill Sign Code Regulations.
6. **Compliance with Plans:** The development, maintenance, and operation of the Project shall be in substantial compliance with the plans and documents included in the Project Submittal Checklist dated 6/5/24 attached hereto as Exhibit D, as may be revised to address City staff, City Attorney, and City consultant review comments and City Council Special Use Permit approval conditions.

7. **Assignment:** The Applicant may assign the approvals and the aforementioned Development Agreement so long as such assignee shall agree in writing to carry out all of the foregoing obligations and conditions and to carry out and observe all of the Applicant's obligations and agreements contained in the Development Agreement.
8. **Property Acquisition:** In the event Applicant, or its assignee, does not acquire the Property within one year of the execution of this Ordinance, there shall be no obligation to move forward with the Project and the obligations and agreements with respect to the Special Use Permit for the PUD and the obligations in the Development Agreement shall terminate.

Territory Described. See attached legal description "Exhibit A."

SECTION 4. This Ordinance shall become effective only upon the attachment of a fully executed Exhibit "E" within 60 days of the passage of this Ordinance. In the event that Exhibit "E" is not executed within 60 days, this Ordinance shall have no force and effect, and shall be subject to repeal by the City Council without further notice or hearing due to the Owner or Applicant.

SECTION 5: This Ordinance shall take effect upon its passage and publication according to law.

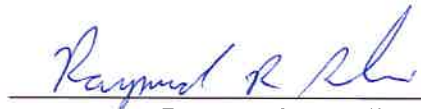
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PASSED THIS 15th DAY OF JULY, 2024.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Scott Dyke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderwoman Claudia Gazal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Darrell Jefferson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderperson Tina Oberlin	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Mark Cipiti	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Nate Albert	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alderman Joe Kubal	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Raymond R. Soliman	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


Christine Vershay-Hall, City Clerk

APPROVED THIS 15th DAY OF JULY, 2024.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk

“Exhibit A”

LEGAL DESCRIPTION

PERMANENT INDEX NO: 11-04-30-102-012-0000

LEGAL DESCRIPTION

LOT 17, IN CREST HILL INDUSTRIAL PARK PUD PHASE 8, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2016 AS DOCUMENT R2016-103977, IN WILL COUNTY, ILLINOIS

“Exhibit B”

BEFORE THE PLAN COMMISSION
OF THE CITY OF CREST HILL, ILLINOIS

IN RE:)	
)	
The application Midwest Industrial Funds, Inc.)	No. PUD-24-2-6-1
)	
For a special use permit and front-yard setback)	
variation and rear yard parking setback variation))	

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. PUD-24-2-6-1
THE APPLICATION OF MIDWEST INDUSTRIAL FUNDS, INC. FOR A SPECIAL USE AT
LOT 17 OF THE CREST HILL BUSINESS PARK**

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on June 27, 2024 being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, Midwest Industrial Funds, Inc., is the contract purchaser of the real estate, upon approval of the special use, as described in the application. The property owner has signed off on the application.

B. That the application seeks an M-1 special use for the property described in the application, at Lot 17 of the Crest Hill Business Park, PIN: 11-04-30-102-012-0000 (the “Property”), as legally described in Exhibit “A”

C. That the Property is currently zoned M-1;

D. That the application seeks approval of a special use to allow the preliminary and final Planned Unit Development (PUD) plans along with a front-yard building setback variation and a rear yard parking setback variation on the Property;

E. That the proposed use is not allowed on the Property as currently zoned;

F. That the Property described in the application is currently zoned as a industrial use, with industrial uses adjacent thereto;

G. That the application for the special use was properly submitted and notice of the application and the Public Hearing were properly published;

H. That no interested parties filed their appearances herein;

I. That the public hearing was opened and called to order on June 27, 2024, the applicant presented evidence and arguments in support of its application on that date. The public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;

J. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;

K. That the proposed special use, as considered under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 10.6 and 12.7-6(1), (2), (3), (4), (5) and (6); the Plan Commission noting that subsection 12.7-6(7) is inapplicable.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard by same and arguments and suggestions heard at the public hearing, and having duly considered the mandates and standards as set forth in the City of Crest Hill, Illinois zoning ordinance for the granting of special uses, as follows:


1. That the application of Midwest Industrial Funds, Inc. ("MIF") to allow an M-1 special use for the preliminary and final Planned Unit Development (PUD) plans with the reviewed plans on the property at Lot 17 of the Crest Hill Business Park, Crest Hill, Illinois, PIN: 11-04-30-102-012-0000 (the "Property"), as legally described in Exhibit "A", in a M-1 zoning district was recommended to be approved and is supported by the evidence adduced;
2. The following conditions were placed on the special use permit:
 - **Loading Dock Restriction:** The maximum number of loading docks permitted for the speculative industrial warehouse/office building shall not exceed 34 for the PUD. Any increase in the number of loading docks above 34 will require a new public hearing and approval of a PUD amendment.
 - **Truck Route Monetary Contribution:** Unless otherwise approved by the City Council, MIF Shall make a monetary contribution the City that the City can use for the design, construction, and/or land acquisition for the City's planned future truck route extension to Weber Road. The details of this monetary contribution shall be finalized in a Development Agreement reviewed and approved by the City Council.
 - **Lidice Parkway Driveway Connection:** MIF shall make contact and have meaningful communications with TLC ownership regarding what MIF is prepared to do to obtain TLC's approval for a driveway connection between the Subject Property and Lidice Parkway. MIF shall summarize the details of these communications in writing for the City Council's reference during its consideration and potential approval of the Plan Commission's recommendation on this Project.
 - **Final Design Documents Approval:** Approval of the requested Preliminary and Final PUD Special Use Permit is subject to final civil engineering design plan, photometric/electrical plan, and associated platting approval by City staff and consultants.
 - **Project Signage:** All sign proposals shall comply with applicable sign code regulations of the Crest Hill Sign Code Regulations.

- **Compliance with Plans:** The development, maintenance, and operation of the Project shall be in substantial compliance with the plans and documents included in the Project Submittal Checklist dated 6/5/24, as may be revised to address City staff, City Attorney, and City consultant review comments and City Council Special Use Permit approval conditions.
3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted.


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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 27th Day of June 2024 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner John Stanton	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Ken Carroll	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Jan Plettau	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Commissioner Bill Thomas	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Jeff Thomas	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Angelo Deserio	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Approved:


Bill Thomas, Chairman

Attest:


Christine Vershay-Hall, City Clerk

“Exhibit C”

BEFORE THE PLAN COMMISSION
OF THE CITY OF CREST HILL, ILLINOIS

IN RE:)
)
The application Midwest Industrial Funds, Inc.) No. PUD-24-2-6-1
)
)
For a special use permit and front-yard setback)
variation and rear yard parking setback variation)

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. PUD-24-2-6-1
THE APPLICATION OF MIDWEST INDUSTRIAL FUNDS, INC. FOR A FRONT-YARD
SETBACK VARIATION AND REAR YARD PARKING VARIATION AT LOT 17 OF THE
CREST HILL BUSINESS PARK**

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on June 27, 2024 being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

B. That the applicant, Midwest Industrial Funds, Inc., is the contract purchaser of the real estate, upon approval of the variation, as described in the application. The property owner has signed off on the application.

B. That the application seeks a variation for use for the property described in the application, at Lot 17 of the Crest Hill Business Park, Crest Hill PIN: 11-04-30-102-012-0000 (the “Property”), as legally described in Exhibit “A”

C. That the Property is currently zoned M-1;

D. That the application seeks approval a Front-Yard Building setback variation from Section 7.4, specifically the reduction of the required 30-foot front yard setback requirement to 15-feet;

E. That the application seeks approval of a Rear Yard Parking setback variation from Section 11.5-2, specifically the reduction of the required 5-foot rear yard setback requirement to 0-feet;

E. That the proposed uses would not be allowed without the variation;

F. That the Property described in the application is currently zoned as a industrial use, with industrial uses adjacent thereto;

G. That the application for the variations was properly submitted and notice of the application and the Public Hearing were properly published;

H. That no interested parties filed their appearances herein;

I. That the public hearing was opened and called to order on June 27, 2024, the applicant presented evidence and arguments in support of its application on June 27, 2024. The public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;

J. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;

K. That the proposed variation was considered under section 12.6 of the zoning code, meets the standards for the granting of the variation under Section 12.7-6 as the proposed development meets all of the criteria set forth in the code.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard by same and arguments and suggestions heard at the public hearing, and having duly considered the mandates and standards as set forth in the City of Crest Hill, Illinois zoning ordinance for the granting of variations, as follows:

1. That the application of Midwest Industrial Funds, Inc. for variations in accordance with the reviewed plans on the property at Lot 17 of the Crest Hill Business Park, Crest Hill Illinois, PIN: 11-04-30-102-012-0000 (the "Property"), as legally described in Exhibit "A", in a M-1 zoning district was recommended to be approved and is supported by the evidence adduced, subject to the conditions identified in the Findings and Decision of the Plan Commission with respect to the Special Use Application filed by the applicant, considered and approved contemporaneously with the application for the parking variance;
2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the front yard parking setback variance from 30-feet to 15-feet be granted along with a rear yard parking setback variation from the required 5-foot rear yard setback requirement to 0-feet.

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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 27th Day of June, 2024
upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner John Stanton	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Ken Carroll	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Jan Plettau	<u> </u>	<u> </u>	<u>X</u>	<u> </u>
Commissioner Bill Thomas	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Jeff Thomas	<u>X</u>	<u> </u>	<u> </u>	<u> </u>
Commissioner Angelo Deserio	<u>X</u>	<u> </u>	<u> </u>	<u> </u>

Approved:



Bill Thomas, Chairman

Attest:



Christine Vershay-Hall, City Clerk

“Exhibit D”

MIF - CH 8.8 AC PROPOSED DEVELOPMENT

PC SUBMITTAL CHECKLIST

DATE: 06/05/24

#	REQUIRED	Dated
0	Application	5/14/2024
1	Project Narrative	5/20/2024
2	Final Architectural Plans	6/4/2024
3	Final Topography	5/7/2024
4	Final Plat of Survey	5/30/2024
5	Prelim Engineering Plans	6/4/2024
6	Prelim Storm Report	5/21/2024
7	Final PE Calculation	5/20/2024
8	Prelim Landscape Plan	6/5/2024
9	Final PUD Plan	6/4/2024
10	Final Traffic Report	3/25/2024
11	Final Truck Turn Analysis	6/4/2024
12	Final Photometric Plan	5/21/2024
13	PUD Comment Reponses	6/5/2024
14	PUD Engineering Comment Reponses	6/4/2024

Exhibit "E"

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The City of Crest Hill, Illinois ("City");

WHEREAS, MIDWEST INDUSTRIAL FUNDS, INC. (the "Applicant") is the contract purchaser of that certain real property commonly known as Lot 17 of the Crest Hill Business Park, Crest Hill, PIN: 11-04-30-102-012-0000 (the "Subject Property") for use in connection with a Planned Unit Development; and

WHEREAS, DIVISION-GAYLORD, LLC (the "Record Owner"), is the record owner of that certain real property commonly known as Lot 17 of the Crest Hill Business Park, Crest Hill, PIN: 11-04-30-102-012-0000 (the "Subject Property") and has authorized the Applicant's Application to the City of Crest Hill for an M-1 special use for a preliminary and final Planned Unit Development (PUD) plans and a front-yard setback variation and a rear yard parking setback variation for the property at Lot 17 of the Crest Hill Business Park in Crest Hill, Illinois PIN: 11-04-30-102-012-0000 (the "Property"), and in accordance with reviewed plans.

WHEREAS, Ordinance No. 1990, approved and passed by the Crest Hill City Council on July 15, 2024, ("the Ordinance"), approved an M-1 special use for a preliminary and final Planned Unit Development (PUD) plans and a front-yard setback variation and a rear yard parking setback variation for the property at Lot 17 of the Crest Hill Business Park in Crest Hill, Illinois PIN: 11-04-30-102-012-0000 (the "Property"), and in accordance with reviewed plans; and

WHEREAS, Section 4 of the Ordinance provides, among other things, that the Ordinance shall not take effect, and is subject to repeal unless and until this Exhibit "E", an Unconditional Agreement and Consent to accept and abide by all the terms, conditions and limitations set forth in the Ordinance is executed within 60 days following the passage of the Ordinance.

NOW, THEREFORE, the Applicant and Record Owner do hereby agree, and covenant as follows:


1. The Applicant and Record Owner hereby unconditionally agree to accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant and Record Owner acknowledge that all required public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understand and have considered the possibility of revocation or repeal of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agree, covenant and warrant that they will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that the City will provide the Applicant and Record Owner with written notice of the City's intent to Repeal or Revoke the Ordinance.
3. The Applicant and Record Owner acknowledge and agree that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City's granting of the Special Use Permit, Planned Unit Development, setback variations, or its passage of the Ordinance, and that the City's approvals do not, and will not, in any way be deemed to insure the Applicant and Record Owner against damage or injury of any kind at any time.

4. The Applicant and Record Owner hereby agree to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's passage of the Ordinance, and (c) the maintenance and use of the Property as authorized by the Ordinance.

5. The undersigned are authorized representatives of the Applicant and Record Owner duly authorized and empowered to execute this Unconditional Agreement and Consent on behalf of the Applicant and Record Owner.

[Signature page to follow]

APPLICANT: MIDWEST INDUSTRIAL FUNDS, INC.

By: 

Its: Michael J. Androwich, Authorized Signatory

RECORD OWNER: DIVISION-GAYLORD, LLC

By:  Douglas R. Duba

Its: Managing Member



May 2nd, 2025

Mr. Ron Mentzer – Community & Economic Development Consultant
Mr. Patrick Ainsworth – Community & Economic Development Director
20600 City Center Blvd
Crest Hill, IL 60403

**Re: MIF – Crest Hill Business Park (Lot 17 – 8.8 Acres)
Formal PUD Extension Request**

Dear Ron & Patrick:

On behalf of MWI Property Group (“MWI”), we are submitting this formal request for an extension of the Planned Unit Development (PUD) ordinance No. 1990 associated with the above-referenced property.

We respectfully request a 24-month extension of the associated PUD ordinance.

We are requesting this extension due to unanticipated closing delays stemming from ongoing litigation and legal disputes between the owner of record of the subject property, the original developer of the business park and its business partners. These Seller legal matters are outside of our control, which thoroughly have impacted our ability to move forward with purchasing the property and pursuing our proposed 150,000 SF speculative industrial development.

MWI remains fully committed to advancing the project as previously approved by the City. We are continuing to track the progress of the Seller’s legal battles and believe that they will reach a resolution, and MWI can move forward with construction within the next 12 months. However in the event further Seller delays occur, we would like to have another 12 months if additional time is needed to reach this resolution.

MWI has spent a lot of time, money, and effort in securing this PUD ordinance with the City, and we would be very disappointed to lose this entitlement due to the Seller enduring legal disputes. Even with current economic uncertainty and constantly changing political dynamics, the immediate submarket remains strong, and tenant demand is still there for one of Chicagoland’s strongest submarkets. Our vision for this development remains just as strong as it was a year ago and we believe this will continue for years to come as this submarket has historically been one of the most desirable in the greater Midwest.

Please let us know if you have further questions and we look forward to your response. We appreciate your time, consideration, and the partnership that we have created over the years.

Sincerely,

MWI PROPERTY GROUP

A handwritten signature in black ink, appearing to read 'Michael Androwich'.

Michael Androwich
Principal

A handwritten signature in blue ink, appearing to read 'Patrick Swiszc'.

Patrick Swiszc
Development Manager

SPESIA & TAYLOR

MEMO

To: Mayor Soliman and City Council

From: Mike Stiff

Date: January 20, 2025

Re: Ordinance to Replace the Grocery Tax effective January 1, 2026

The Illinois legislature in 2024 passed legislation which does away with the state grocery tax effective January 1, 2026. When I reported this to the City Council, I also advised that the legislation also included language which allows individual municipalities, including non-home rule communities to pass their own local grocery tax ordinances. I was directed to prepare an Ordinance establishing a grocery tax to replace the outgoing tax. Again, the state tax does not go away until January 1, 2026. The attached ordinance, if passed, must be submitted to the Illinois Dept. of Revenue, by October 1, 2025, to be effective on January 1, 2026 when the old tax goes away.

MRS

ORDINANCE NO. _____**AN ORDINANCE IMPLEMENTING A NON-HOME RULE MUNICIPAL GROCERY RETAILERS' OCCUPATION TAX AND A MUNICIPAL GROCERY SERVICE OCCUPATION TAX IN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS**

WHEREAS, the City of Crest Hill is a non-home rule Illinois municipality pursuant to the Constitution of the State of Illinois of 1970, as amended; and

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, on August 5, 2024, Governor Pritzker signed legislation repealing the Illinois Grocery Tax effective January 1, 2026; and

WHEREAS, the legislation signed into law by Governor Pritzker on August 5, 2024, also amends the Illinois Municipal Code to allow all Illinois municipalities to reinstate the grocery tax at the local level; and

WHEREAS, Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) provides that, beginning on January 1, 2026, all Illinois municipalities may impose a tax “upon all persons engaged in the business of selling groceries at retail in the municipality on the gross receipts from those sales made in the course of that business” (the “Municipal Grocery Retailers’ Occupation Tax”) (65 ILCS 5/8-11-24(a)); and

WHEREAS, if imposed, the Municipal Grocery Retailers’ Occupation Tax must be “at the rate of 1% of the gross receipts from these sales” (65 ILCS 5/8-11-24(a)); and

WHEREAS, any Municipal Grocery Retailers’ Occupation Tax shall be administered, collected, and enforced by the Illinois Department of Revenue; and

WHEREAS, Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)) requires any municipality imposing a Municipal Grocery Retailers’ Occupation Tax under Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)) to also impose a Service Occupation Tax “at the same rate upon all persons engaged, in the municipality, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries” (the “Municipal Grocery Service Occupation Tax”) (65 ILCS 5/8-11-24(b)); and

WHEREAS, the Mayor and City Council of the City of Crest Hill have determined that it is appropriate, necessary, and in the best interests of the City of Crest Hill and its residents, that the City of Crest Hill levy both a Municipal Grocery Retailers' Occupation Tax, as authorized by Section 8-11-24(a) of the Illinois Municipal Code (65 ILCS 5/8-11-24(a)), and a Municipal Grocery Service Occupation Tax, as authorized by Section 8-11-24(b) of the Illinois Municipal Code (65 ILCS 5/8-11-24(b)).

NOW THEREFORE, BE IT ORDAINED BY THE CORPORATE AUTHORITIES OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. Municipal Grocery Retailers' Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged in the business of selling groceries at retail within the City of Crest Hill at a rate of one percent (1%) of the gross receipts from such sales made in the course of such business while this Ordinance is in effect. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 3. Municipal Grocery Service Occupation Tax Imposed. A tax is hereby imposed upon all persons engaged, within the City of Crest Hill, in the business of making sales of service, who, as an incident to making those sales of service, transfer groceries. The rate of this tax shall be the same rate identified in Section 2 above. The imposition of this tax is in accordance with and subject to the provisions of Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-24).

SECTION 4. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be collected and enforced by the Department of Revenue of the State of Illinois. The Department of Revenue shall have full power to administer and enforce the provisions of this Ordinance.

SECTION 5. As required under Section 8-11-24 of the Illinois Municipal Code (65 ILCS 5/8-11-1.3), the City Clerk is hereby directed to file a certified copy of this Ordinance with the Illinois Department of Revenue on or before October 1, 2025.

SECTION 6. The taxes imposed by this Ordinance shall take effect on the later of: (i) January 1, 2026; (ii) the first day of July next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding April 1st; or, (iii) the first day of January next following the adoption and filing of this Ordinance with the Department of Revenue, if filed on or before the preceding October 1st.

SECTION 7. In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of

the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 8. That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 9. That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 10. That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED THIS 3RD DAY OF FEBRUARY, 2025.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 3RD DAY OF FEBRUARY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



City Council Work Session Agenda Memo

Crest Hill, IL

Meeting Date:	5/09/2024
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Ordinance to Replace the Grocery Tax effective January 1, 2026

Summary: Besides the information that was shared by Attorney Stiff, I want the City Council to know that preliminary review estimates the value to be \$100,000 to \$150,000 in tax revenue.

Recommended Council Action: To discuss the draft ordinance.

Financial Impact: Estimated value to be \$100,000 to \$150,000 in tax revenue.



Agenda Memo**Crest Hill, IL**

Meeting Date: June 9, 2025
Submitter: Glenn Gehrke, Finance Director
Department: Treasurer
Agenda Item: Ordinance Approving Manual Water Meter Read Fee of \$50.00 per meter read

Summary: All water customers shall have a water meter that is capable of being read remotely. Any water customer who does not have a water meter which is capable of being read remotely shall be charged a Manual Water Meter Read Fee of \$50.00 per read which shall be added to each water bill until the water customer allows the City or its designee to access the unobstructed meter on the property to exchange the existing water meter with a water meter with the capability of being read remotely.

Recommended Council Action: To approve the ordinance

Attachments:

- Ordinance
- Notice to Customers

City of CREST HILL Public Works
20600 City Center Blvd
Crest Hill, IL 60403



OCCUPANT
Or CURRENT OCCUPANT
Address
CREST HILL, IL 60403

FINAL NOTICE

To date, the city has attempted to contact you several times through mailings and door hangers requesting that you call to schedule a new water meter installation appointment. If you do not complete the installation of the new meter by September 1, 2025, you will be charged an additional \$50.00 on your next water bill and every water bill thereafter until a new water meter is installed. Per Ordinance 13.20.240 the City has the right to shut off **any** customer's water who violates the rules of the ordinance, which include access to the City for Inspection, Repair, and Replacement of water meters. Please call the number provided below if you have any questions, concerns or to resolve any issues related to the installation of the new water meter that must be completed. The number is 815-741-5103 to schedule your appointment immediately so we can install a new water meter for you.

May 19, 2025

Dear Water Customer:

You need to make an appointment as soon as possible with the Public Works Department to complete the installation before the September 1, 2025, deadline. You are on the City of Crest Hill short list of addresses that need a new water meter and/or remote reading device. If you make the necessary replacement before September 1, 2025, the additional manual read fee will not be assessed to your bill. The new remote reading water meters will allow the city to accurately read the water meter and eliminate any estimated bills.

The City of Crest Hill has contracted with UNITED METERS, INC., to install the new water meter and /or remote reading device for all the residents in the city at no cost to the customer. For UMI to complete the installation of the new water meter remote and/or remote reading device, **access to the water meter inside your location is required and the meters must be free from obstruction for the replacement of the meter. Removal of any obstructions preventing access to the meter is the responsibility of the water customer.** To complete the installation the water may have to be shut off during the meter replacement, which is expected to take 30-60 minutes. UMI technicians will be driving white company trucks with the UMI logo and will carry UMI ID badges. City public works employees may also be assigned to perform the work depending on availability. They will have identification as well and be in a truck marked Crest Hill Public Works. Please call now to help us achieve the goal of 100% participation in the new water meter program as quickly as possible.

Thank You,

Julius Hansen
Interim Director of Public Works

20600 CITY CENTER BLVD, CREST HILL, IL 60403 cityofcresthill.com PHONE 815-741-5100

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 13 (WATER AND SEWER), CHAPTER 13.24
(RATES AND CHARGES), SECTION 13.24.010 (CITY WATER SERVICE CHARGES)
OF THE CITY OF CREST HILL CODE OF ORDINANCES**

WHEREAS, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens; and

WHEREAS, the City of Crest Hill operates a combined waterworks and sewerage system and is expressly authorized by the Illinois Municipal Code fix and collect such water rates or rents as the corporate authorities deem necessary and expedient and to collect a fair and reasonable charge for connection to its system (65 ILCS 5/11-125-3 and 65 ILCS 5/11-150-1); and

WHEREAS, the City Council of the City of Crest Hill has previously established a Code of Ordinances governing its water and sanitary sewer system, including the establishment of water and wastewater rates and equitable connection charges for connecting to the City of Crest Hill water and sanitary sewer system, which Ordinances are codified in Title 13 (Water and Sewer), Chapters 13.04 (General Provisions) through 13.30 (Sewer Use and Wastewater Pretreatment), including Chapter 13.24 (City Water Service Charges); and

WHEREAS, the City Council has from time to time amended, updated, and otherwise modified its Water and Sewer Code Ordinances as needed; and

WHEREAS, the City has determined to replace all water meters in the City with upgraded meters with remote reading capability, at no additional cost to the City's water customers; and

WHEREAS, the upgraded meters with remote reading capability are more accurate and will provide more efficiency in the operation of the City's water system by decreasing the need for City Staff to conduct manual readings of water meters within the City and have been deemed necessary to complete Crest Hill's transition to Lake Michigan water by 2030; and

WHEREAS, all but 72 water meters in the City have been replaced with the upgraded water meters, despite repeated attempts by City Staff to notify said water customers of the need to replace the meters at no charge to the customer; and

WHEREAS, the Corporate Authorities have determined that the refusal of water customers to allow the City's staff or contractors access to the property for replacement of the old water meter(s) with the upgraded meters with remote reading capability will greatly hinder the efficient operation of the City's water system; and

WHEREAS, the City Council has determined that Title 13 (Water and Sewer), Chapter 13.24 (Rates and Charges) Section 13.24.010 (City Water Service Charges) of the Crest Hill Code of Ordinances should be amended to add a Remote Meter Reading Charge to the monthly bill of those water customers who continue to refuse to allow the installation of the upgraded meters.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1: The City Council hereby finds that all the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2: That Title 13 (Water and Sewer), Chapter 13.24 (Rates and Charges), Chapter 13.24.010 (City Water Service Charges), is hereby repealed in its entirety and replaced with the following:

§13.24.010 CITY WATER SERVICE CHARGES.

There are hereby established the rates and charges for use of water provided by the City of Crest Hill through the city waterworks. These charges shall be separate and apart from (i) any wastewater service charges and (ii) from any debt service charges, as specified in §§13.24.011, 13.24.012, 13.24.013, 13.24.014, and 13.24.015 of this chapter.

- (A) For use of water service as provided by the city the following rates and charges shall apply to all water connections (other than "bulk water connections," see subpart (B) of this Section, below):
- (1) Base Water Charge: For the first four hundred cubic feet (400 ft.³) used in a given billing cycle, the water user shall pay a flat fee of \$28.30.
 - (2) Volumetric Water Charge: For every hundred cubic feet (100 ft.³), or part thereof, used in excess of four hundred cubic feet (400 ft.³) of water in a given billing cycle, the water user shall pay an additional charge of \$5.57.
 - (3) Every year on the first of May, both the base water charge and the volumetric water charge applicable to all water connections shall be immediately and automatically increased, without additional notice, as follows:

Implementation	5/1/2023	5/1/2024	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029
Date							

Base Water Charge	28.30	\$ 34.81	\$ 42.82	\$ 52.67	\$ 64.78	\$ 78.38	\$ 87.79
Volumetric Water Charge	5.57	\$ 6.85	\$ 8.43	\$ 10.36	\$ 12.75	\$ 15.42	\$ 17.27

Unless otherwise ordained by the City Council, the base water charge and volumetric water charge applicable to all water connections shall be immediately and automatically increased by six percent (6%) on each May first beginning on May 1, 2030.

- (B) Any water user that consumes, on average, more than one hundred and fifty thousand cubic feet (150,000 ft.³) of water per month is and shall be deemed a "bulk water user." Bulk water users shall pay the following rates in lieu of the amounts listed in subpart (A) of this Section, above:

- (1) Monthly Billing Cycle: all bulk water users shall be billed on a monthly basis.
- (2) Base Bulk-User Water Charge: For the first two hundred cubic feet (200 ft.³) used in a given billing cycle, the bulk water user shall pay a flat fee of \$14.16.
- (3) Volumetric Bulk-User Water Charge: For every hundred cubic feet (100 ft.³), or part thereof, used in excess of two hundred cubic feet (200 ft.³) of water in a given billing cycle, the bulk water user shall pay an additional charge of \$5.57.
- (4) Every year on the first of May, both the base bulk-user water charge and the volumetric bulk-user water charge applicable to all water connections shall be immediately and automatically increased, without additional notice, as follows:

Implementation Date	5/1/2023	5/1/2024	5/1/2025	5/1/2026	5/1/2027	5/1/2028	5/1/2029
Base Bulk User-Water Charge	14.16	\$ 17.41	\$ 21.42	\$ 26.34	\$ 32.40	\$ 39.21	\$ 43.92
Volumetric Bulk-User Water Charge	5.57	\$ 6.85	\$ 8.43	\$ 10.36	\$ 12.75	\$ 15.42	\$ 17.27

Unless otherwise ordained by the City Council, the base bulk-user water charge and volumetric bulk-user water charge applicable to all water connections shall be immediately and automatically increased by six percent (6%) on each May first beginning on May 1, 2030.

Billing for water service shall be as specified in §13.24.050 of this chapter, and the procedure for handling delinquent bills shall be in accordance with §13.24.140 of this chapter. The procedure for establishing liens on behalf of the city for unpaid water bills shall be in accordance with §13.24.080 of this chapter.

All water customers shall have a water meter that is capable of being read remotely. Any water customer who does not have a water meter which is capable of being read remotely shall be charged a Manual Water Meter Read charge of \$50.00 per meter read billing cycle which shall be added to each water bill until the water customer allows the City or its designee to access the property to install a water meter which is capable of being read remotely.

(78 Code, §13.24.010) (Ord. 311, passed - -72; Am. Ord. 667, passed - -87; Am. Ord. 700, passed - -88; Am. Ord. 918 passed 5-2-94; Am. Ord. 1293, passed 6-16-03; Am. Ord. 1427, passed 7-16-07; Am. Ord. 1433, passed 9-4-07; Am. Ord. 1448, passed 2-4-08; Am. Ord. 1474, passed 3-2-09; Am. Ord. 1897, passed 3-7-22; Am. Ord. 1967, passed 12-4-23).

SECTION 3: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 5: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS 2ND DAY OF JUNE, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo DiSerio	_____	_____	_____	_____

Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 2ND DAY OF JUNE, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date:	June 9, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving a professional service agreement for design services for the Imperial Drive and Root Street watermain replacement and roadway rehabilitation improvement-Design Engineering Services by and between the city of Crest Hill, Will County, Illinois Christopher B. Burke Engineering, Ltd for a cost of \$197,580.00

Summary: Staff is looking to begin the design process of preparing bid documents and plans for the replacement of the existing water main and roadway rehabilitation for 2026 Water Main Upgrade locations. The locations of work are as follows:

- Imperial Drive from Lynwood Street to Root Street.
- Root Street from Caton Farm Rd to Grandview.

These two locations are included in the list of the 10 locations identified to be replaced in order to maintain water losses less than 10% which is a requirement of the IEPA to receive the Lake Michigan Water Supply.

Bid documents and construction estimates will be prepared for each project location and budgetary construction costs will be determined for future city budget discussions.

Attached is an agreement from Christopher B. Burke Engineering, Ltd to provide professional design services. These services will include the following:

- Full topographic survey.
- Data collection and review.
- Collection of pavement cores and preparation of a geotechnical report.
- CCDD soil disposal evaluation.
- Utility coordination.
- Preparing and receiving approval of required permits for the project (IEPA, county and state).

- Preparation of water main and roadway rehabilitation plans and specifications.
- Complete stormwater analysis to extend the existing main drain storm sewer from Crestwood Dr. to Imperial. Currently there are no drainage structures east of Cedarwood Dr for the area bounded by Imperial Dr., Root St, Lincoln Ave and Lynwood.
- Prepare bid documents.
- Prepare estimate engineering construction cost estimates.
- Quality assurance/quality control and constructability reviews
- Project administration and management.
- Perform field inspections and attend project meeting.
- Provide support during the bidding process.

Construction Engineering has not been negotiated at this time, but will be once the project is ready for bid. Once the construction engineering scope and fee are determined, an agreement will be presented to the City Council for review and approval.

The project schedule is to have the entire bid package ready for bidding by the end of the year with construction anticipated in 2026 for Imperial Dr. and 2027 for Root St. if funds are available.

Recommended Council Action: Resolution approving a professional service agreement for design services for the Imperial Drive and Root Street watermain replacement and roadway rehabilitation improvement-Design Engineering Services by and between the city of Crest Hill, Will County, Illinois Christopher B. Burke Engineering, Ltd for a cost of \$197,580.00.00

Financial Impact:

Funding Source: Water Fund and General Fund-Streets

Budgeted Amount: \$230,000.00(WF) & \$181,000.00 (GF-Streets)

Cost: \$197,580.00 [\$144,420 (WF) & \$53,160.00 (GF-Streets)

Attachments:

RESOLUTION-Root and Imperial wm and roadway Rehab

Crest Hill Imperial and Root WM Road Recon.051425.pdf

Imperial Sewer Extension Limits

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR
DESIGN SERVICES FOR THE IMPERIAL DR AND ROOT ST. WATER MAIN
REPLACEMENT AND ROADWAY REHABILITATION IMPROVEMENT-DESIGN
ENGINEERING SERVICES BY AND BETWEEN THE CITY OF CREST HILL, WILL
COUNTY, ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Christopher B. Burke, Ltd. (the "COMPANY"), is an entity that is in the business of providing design engineering services, including Preparation of Final Plans and Bid Documents, geotechnical investigations, and all collateral work (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR Imperial Dr. and Root Street Water Main Replacement and Roadway Rehabilitation Improvement-Design Engineering Services (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$197,580.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 16TH DAY JUNE, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderperson Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

APPROVED THIS 16TH DAY OF JUNE, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

May 14, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Final Design
Imperial Drive and Root Street Water Main Replacement and Road Reconstruction
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services for the Imperial Drive and Root Street Water Main Replacement and Road Reconstruction in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The scope of this proposal will include final engineering design of a water main replacement and reconstruction of the existing roadway along Imperial Drive from Lynwood Street to Root Street (approximately 600 feet) and along Root Street from Caton Farm Road to Grandview Drive (approximately 1,900 feet). The project will include new water main, valve vaults, fire hydrants, water service connections, HMA pavement patching, curb and gutter replacement to provide positive drainage, driveway apron replacement with concrete, pavement resurfacing, and restoration.

CBBEL assumes that new water service boxes will be provided for all existing services, and new public water services will be installed from the new water main to the new water service boxes near the existing roadway right-of-way. We understand that lead services are not known to exist in Crest Hill and therefore, lead service replacements are not anticipated. This proposal includes obtaining Water Main Construction and NPDES permits from IEPA.

The project will also include storm sewer analysis and final design of a new storm sewer extension to be constructed along one of two potential alignments. Option 1 will include a new sewer on Imperial Drive and running westward along Lincoln Avenue from

Imperial Drive to Cottonwood Drive, tying into an existing storm sewer that outfalls to a basin at 1714 Russ Way that is currently under construction. Option 2 will include a new sewer on Imperial Drive and running southward to Tomich Court, tying into the existing storm sewer on Russ Way. CBBEL will analyze the existing downstream storm sewers and will analyze both proposed storm sewer extension options and complete storm sewer sizing calculations. CBBEL will complete final engineering design for the preferred option selected by the Village.

We understand that the Imperial Drive and Root Street projects will be designed concurrently in 2025 as two separate bid packages/construction projects, with one project to be constructed in 2026 and the other in 2027.

The scope of this proposal includes topographic survey, geotechnical investigation and LPC-663 analysis, utility coordination, storm sewer analysis, final engineering design, preparation of construction plans, specifications, and Engineer's Opinion of Probable Cost, IEPA permitting, and bidding assistance for two separate bid packages.

SCHEDULE

This proposal assumes that the design of this project will be awarded by the end of June 2025. Engineering design and permitting will be completed by January 2026 with the intent that the first bid package is bid in February 2026 for construction in Spring 2026.

SCOPE OF WORK

Task 1 – Project Survey and Base Sheets: CBBEL surveying staff will provide the following services to complete a topographic survey for the project limits, including 25 feet of survey on all side streets. The general limits of the survey shall include Imperial Drive (Lynwood to Root), Root Street (Caton Farm to Grandview), Lincoln Avenue (Cottonwood to Imperial), Open Space (Imperial to Tomich), and supplemental sewer structural pickup (approx. 20 structures).

The scope of CBBEL's survey effort will include:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on Will County Control Monumentation.
2. Vertical Control: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed Will County Control Monumentation (NAVD'88 vertical control datum).
3. Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

4. Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross-road culverts, etc. within the project limits.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 100' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.
6. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
7. Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by type (deciduous or coniferous) and the size and condition determined as appropriate.
8. Base Mapping: CBBEL will compile all of the above information onto base maps at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 2 – JULIE Utility Survey: CBBEL will coordinate with utility owners and with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all utility atlas information into the base map. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination.

Task 3 – Geotechnical Investigation and LPC-663 Analysis: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain seven (7) soil borings to determine the existing cross section of the pavements and subsurface soil conditions within the project area. Borings will be drilled to a depth of approximately eight (8) feet. Seeco will prepare a report describing existing soil conditions and make recommendations for remediation. The report will be performed by a soils engineer and reviewed by CBBEL.

The soil will also be tested for potential contaminants. Seeco will perform investigation and testing work necessary to substantiate completion of IEPA Form LPC-663 for the City to use during construction. This work will include collection/preservation and testing of soil samples.

Task 4 – Utility Coordination: Based on existing utility information obtained and drafted under a separate contract, CBBEL will provide preliminary plans to the utility companies to verify their locations and confirm any potential conflicts. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

Task 5 – Storm Sewer Analysis: CBBEL will analyze the two potential storm sewer extension alignments described previously as Option 1 and 2 and develop preliminary sizing for both options. This task assumes that the existing storm sewers are adequately sized to accommodate the new storm sewer extension, and no replacement/upsizing of existing storm sewers are necessary.

The City will provide the design criteria to be used (i.e. 10-year storm, etc.). Once preliminary sizes are known, we will review the feasibility of each alignment. If both options are feasible, we will prepare an exhibit and rough cost estimate for both options for the City to evaluate in selecting their preferred storm sewer extension alignment.

Once the preferred option is selected, CBBEL will complete the final design for the storm sewer extension as part of Tasks 6 and 9.

Task 6 – Pre-Final Plans, Specifications and Estimate (75%): CBBEL will prepare pre-final contract documents consisting of plans, specifications, estimate of time, status of utilities to be adjusted and an estimate of construction cost. Separate plans, specifications and cost estimate will be prepared for Imperial Drive and Root Street, to allow for the projects to be bid and constructed separately. The plans will be prepared in accordance with City and IDOT design criteria.

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, special provisions, and the estimate of cost will be submitted to the City and any review agencies for review.

The following sheets and associated hours will be required:

Sheet	# of Sheets	Hours per Sheet	Hours
Title Sheet	1	4	4
General Notes/Summary of Quantities	1	4	4
Alignment, Ties and Benchmark Sheets (1"=50')	2	4	8
Typical Sections	1	8	8
Existing Conditions and Removals Plan (1"=20')	3	12	36
Roadway Plan and Profile (1"=20')	5	20	100
Water Main Plan and Profile (1"=20')	5	20	100
Storm Sewer Plan and Profile (1"=20')	4	20	80
Roadway Cross Sections	20	4	80
Construction Details	2	8	16
QC/QA and Constructability Reviews	--	--	8
Specifications	--	--	32
Cost Estimate/Quantities	--	--	40
TOTAL	40		516

Task 7 – IEPA Water Main Construction Permitting: CBBEL will prepare and submit separate IEPA Water Main Construction Permit applications for water main improvements for both bid packages. CBBEL will make revisions to plans and specifications based on comments received by IEPA.

Task 8 – Preparation of Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare and submit separate Notices of Intent (NOI) to the IEPA for both bid packages. In addition, CBBEL will prepare SWPPPs for each project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of electronic copies of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 9 – Final Plans, Specifications and Estimate (100%): CBBEL will make revisions to the pre-final submittals based on City and any review agency final review comments. The requested number of copies of plans and specifications for both bid packages will be submitted to the City and any review agencies for their files. Final estimates of cost and estimates of required working days will also be submitted. In addition to printed copies, we will provide the plans, specifications and estimate to the City in electronic format (CAD and PDF).

CBBEL will provide final reproducible drawings and specifications to be issued electronically to prospective bidders for both bid packages.

Task 10 – Bidding Assistance: CBBEL will attend the bid opening, tabulate the bids and make recommendations to the City, prepare contracts for the successful bidder, and attend the preconstruction meeting for both bid packages.

Task 11 – Project Coordination and Meetings: CBBEL will coordinate with the City and project stakeholders throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) project coordination meetings will be held with City staff.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the City. Following attendance at each meeting, CBBEL will prepare meeting summaries.

This proposal assumes that no public involvement will be required during the final design of this project.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

Task	Fee
Task 1 – Project Survey and Base Sheets	\$ 31,590
Task 2 – JULIE Utility Survey	\$ 5,040
Task 3 – Geotechnical Investigation and LPC-662/663 Analysis	\$ 12,810
Task 4 – Utility Coordination	\$ 9,060
Task 5 – Storm Sewer Analysis	\$ 14,580
Task 6 – Pre-Final PS&E (75%)	\$ 68,440
Task 7 – IEPA Water Main Construction Permitting	\$ 3,150
Task 8 – Preparation of SWPPP	\$ 6,400
Task 9 – Final Plans, Specifications and Estimate (100%)	\$ 29,320
Task 10 – Bidding Assistance	\$ 7,480
Task 11 – Project Coordination and Meetings	\$ 9,460
Direct Costs	\$ 250
TOTAL NOT-TO-EXCEED FEE: \$197,580	

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF CREST HILL:

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.
2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.
3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

The Engineer ~~also~~ reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and

against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by

Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed

operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

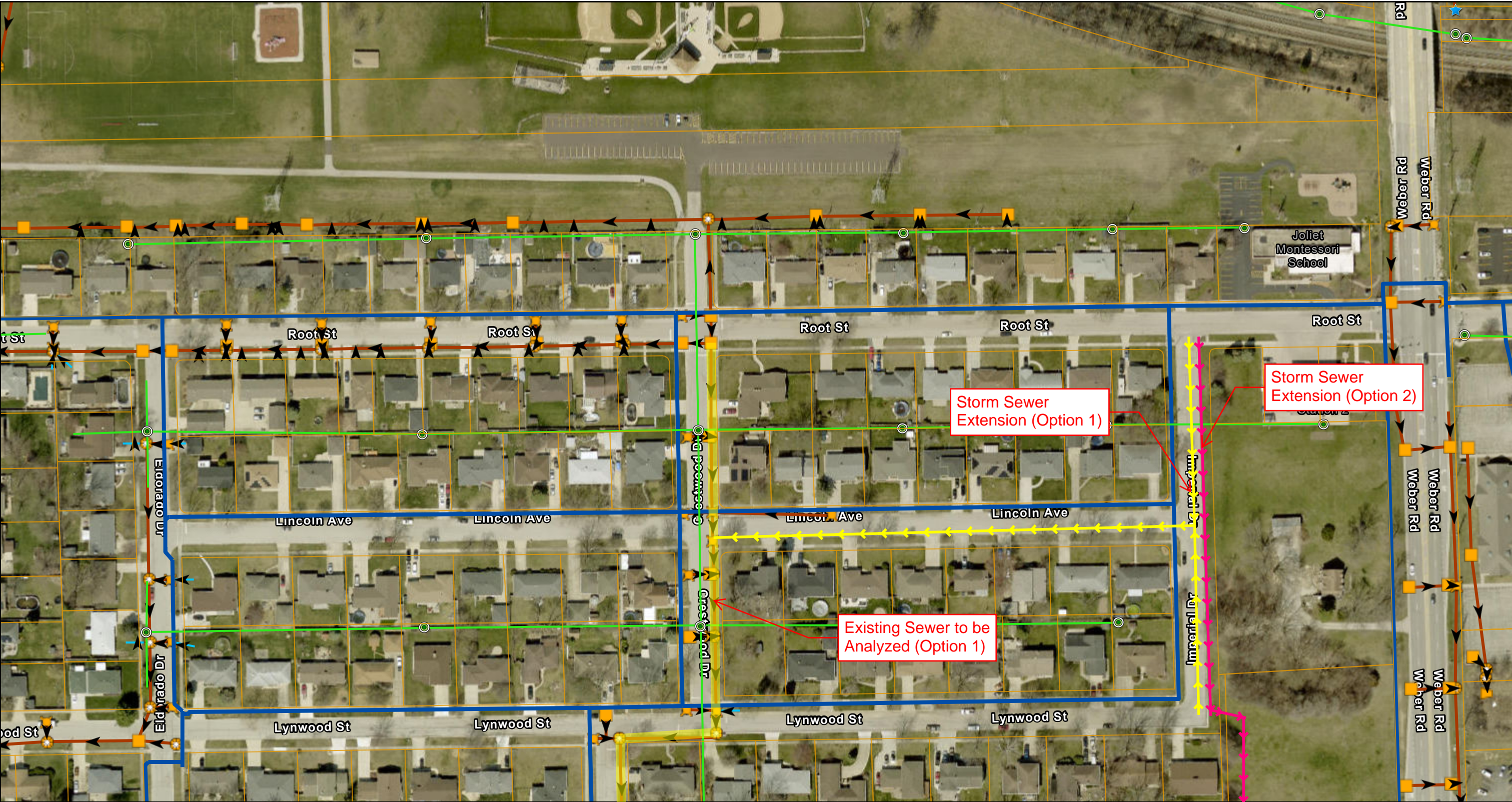
When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

Revised 121222

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City Limits

Parcels

SANITARY MANHOLES

SANITARY MAINS

Gravity Main

Water Mains

Storm Outfalls

Storm Structures

Catch Basin

FES

Inlet

Manhole

Storm Pipes

Storm Main

Storm Service

See Next Page

See Next Page

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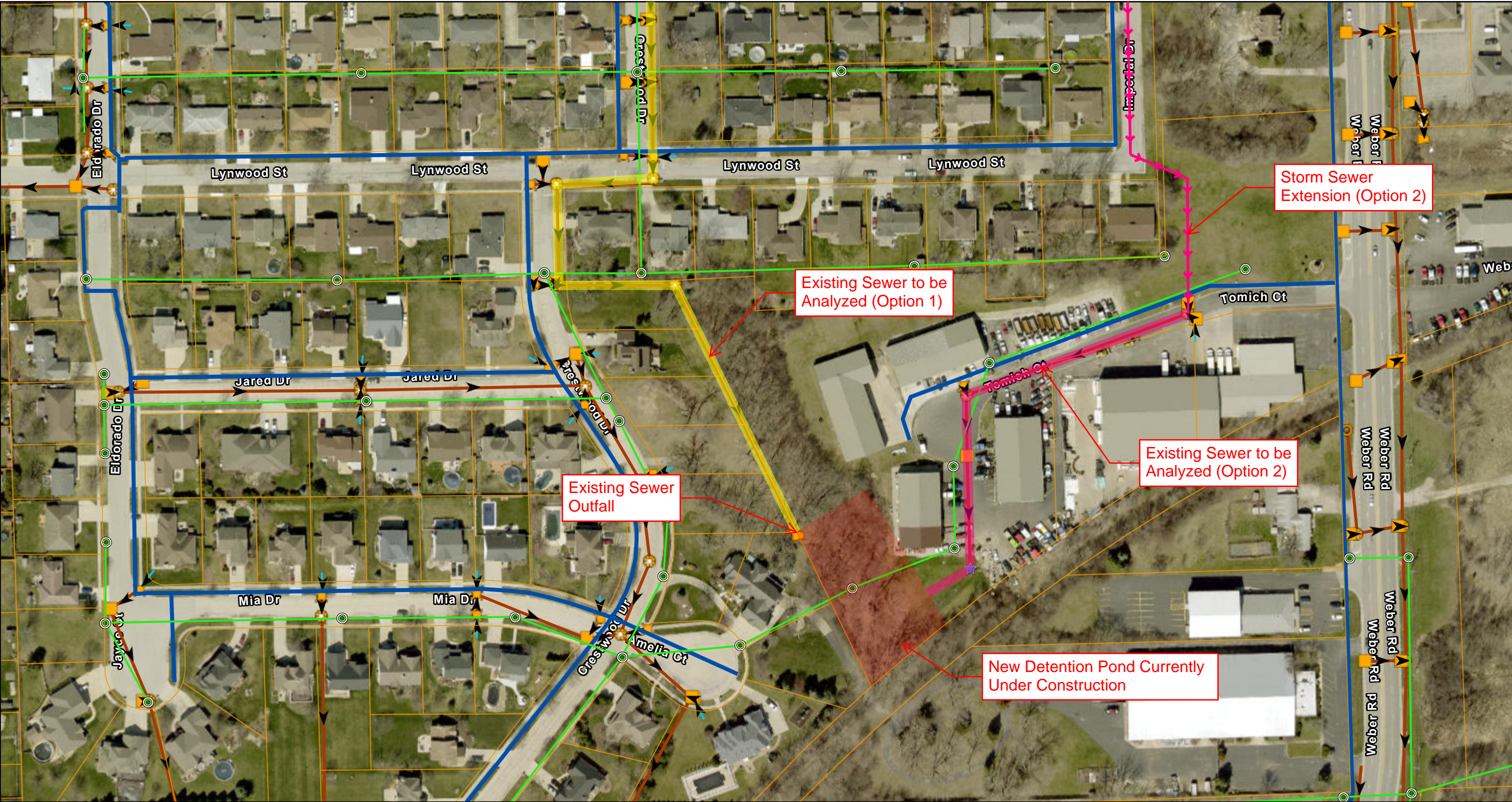
County of Will, Maxar, Microsoft, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

59

County of Will, Maxar, Microsoft | Will County Supervisor of Assessments Office | Esri Community Maps Contributors, County of Will, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS |

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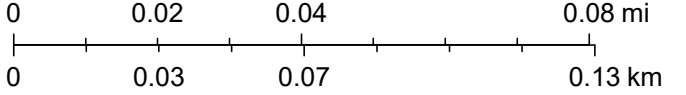
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|-------------------|------------------|-------------|---------------|
| City Limits | Water Mains | FES | Storm Service |
| Parcels | Storm Outfalls | Inlet | |
| SANITARY MANHOLES | Storm Structures | Manhole | |
| SANITARY MAINS | Catch Basin | Storm Pipes | |
| Gravity Main | End of Pipe | Storm Main | |



County of Will, Maxar, Microsoft, Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



Agenda Memo

Crest Hill, IL

Meeting Date:	June 9, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution for Amendment No 2 to the August 31, 2023 agreement for design and bidding -related services for CIPP Water Main Rehabilitation by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amended contract amount of \$480,400.00.

Summary: Strand Associates has been preparing the contract documents for the lining of the existing water main along the following sections of roadway;

- U.S Route 30 from Leness Lane to Theodore;
- Theodore from U.S. Route 30 to Broadway
- Broadway from Theodore to Chaney

The project has been designed to be constructed over 3 separate contracts that are scheduled to be completed from 2025-2028. During the design process, it was determined that the section of Larkin Avenue from Theodore to U.S. Route 30 (Plainfield Rd) will be more cost effective to repair at the same time as the city is completing the phase of construction along U.S. Route 30 (Plainfield Rd) from Leness to Theodore. This section was not included in the original contract and staff is requesting the council consider a supplement to include the design work that will replace some section of water main with new pipes while lining the remaining portion. The sections being replaced will be replaced with larger diameter pipes in order to improve fire flows in this area.

Attached is an agreement from Strand & Associates to provide professional design services.

These services will include the following:

- Attend project coordination meeting.
- Gather and process a topographic survey of each location.
- Perform project utility coordination.
- Preparation of Plans and Specifications and Construction Estimates
- Prepare and coordinate IDOT and IEPA Water Main Permit Construction Permitting
- Preparation of Storm Water Pollution Prevention Plan

- Quality Assurance/Quality Control
- Project Administration and Management
- Provide support during the bidding process.

The amount of the amendment to cover the work to include the section of Larkin Avenue from Theodore to U.S. Route 30 is \$89,800.00, which will increase the total contract amount to \$480,400.00

Recommended Council Action: A Resolution for Amendment No 2 to the August 31, 2023 agreement for design and bidding -related services for CIPP Water Main Rehabilitation by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amended contract amount of \$480,400.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$355,000.00

Cost: \$89,800

Total Budget amount obligated in the FY 2026 budget to date including this work: \$279,220.00

Attachments:

Resolution Amendment 2 to the August 31, 2023 Agreement

Supplement 2 3894.065.2 NSF to Owner

RESOLUTION NO. _____

**A RESOLUTION APPROVING AMENDMENT NO 2 TO THE AUGUST 31, 2023
AGREEMENT FOR DESIGN AND BIDDING-RELATED SERVICES FOR CIPP
WATER MAIN REHABILITATION BY AND BETWEEN THE CITY OF CREST HILL,
WILL COUNTY, ILLINOIS AND STRAND ASSOCIATES, INC.**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Strand Associates, Inc. (the "COMPANY"), is an entity that is in the business of providing Amended Design Services, to the August 31, 2023 agreement for design and bidding-related services for Well no 14 Improvement (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an amendment No 2 to the August 31, 2023 agreement for design and bidding-related services for CIPP Water Main Rehabilitation (the "Agreement") with the Company for the purposes of engaging the Company to perform the Construction Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Amended Agreement (Exhibit A) in the amount of

\$89,800.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

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PASSED THIS 16TH DAY JUNE, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

APPROVED THIS 16th DAY OF JUNE 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



NFS TO OWNER

Exhibit A

Strand Associates, Item 7.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

May 13, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Amendment No. 2 to the August 31, 2023, Agreement for General Services
CIPP Water Main Rehabilitation

This is Amendment No. 2 to the referenced Agreement.

Under **Scope of Services**, Design Services,

Item No. 8, CHANGE 20 to “22.”

ADD the following:

- “14. Conduct a topographic survey of Larkin Avenue from Theodore Street to the Hillcrest Shopping Center intersection; from the Hillcrest Shopping Center intersection through the Midtown Furniture Outlet parking lot at 1693 Plainfield Road to US Route 30; and the back lots of buildings at 1695 Plainfield Road, 1800 Plainfield Road, and 1708 North Larkin Avenue. Survey from the pavement center line to the right-of-way boundary on the side of the roadway where the existing water main is located for approximately 0.1 miles. The survey through parking lots and back lots of buildings will follow the existing water main 30 feet on both sides of the existing water main for approximately 0.2 miles. Communicate with utility marking company to locate underground utilities prior to topographic survey.
15. Conduct a topographic survey of US Route 30 from 1807 Plainfield Road to 1701 North Larkin Avenue, including 200 feet southwest of the 1701 North Larkin Avenue driveway entrance. Survey from the pavement center line to the right-of-way boundary on the side of the roadway where the existing water main is located for approximately 0.1 mile. Communicate with utility marking company to locate underground utilities prior to topographic survey.
16. Prepare and provide up to five plats of easement to OWNER. OWNER shall acquire all easements for the Project.
17. Provide Design, Final Design, and Bidding-Related Scope of Services (for Item Nos. 14 through 17 for Contract 2) for new water main and lining of the existing water main in the survey limits described in Item Nos. 14 and 15.”

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City of Crest Hill, Illinois
Page 2
May 13, 2025

Under **Compensation, Design, Final Design, and Bidding-Related Services**, CHANGE \$390,600 to “\$480,400.”

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date _____



Agenda Memo

Crest Hill, IL

Meeting Date:	June 9, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Phase 1-CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$178,500.00.

Summary:

Staff are requesting to have Strand & Associates perform construction inspection on this project. Some of the items they will be doing will be documenting the work that is being completed according to the plans, review shop drawing (2 times per submittal), pay requests review, attendance at field meetings, perform inspection for compliance with bid and contract documents and material testing.

Strand will provide a resident project representative full-time observation of construction for a period of 16 weeks up to 45 hours per week.

Per the IEPA if the city approves this agreement prior to June 30, 2025 all costs associated with CE services can be part of the 3.2 million in forgiveness. Therefore this work can be completed at not cost to the city.

Recommended Council Action:

Resolution approving an Agreement for Phase 1-CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$178,500.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$178,500.00

Attachments:

Resolution-CE Services CIPP Phase 1.

CE Phase 1-CIPP 3894.073. NSF to Owner

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR PHASE 1 CIPP WATER MAIN REBILITATION IMPROVEMENT BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND
ASSOCIATES**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREASECS Strand Associates. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Phase 1 CIPP Water Main Rehabilitation Improvement (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR Phase 1 CIPP Water Main Rehabilitation Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$178,500.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 16TH DAY JUNE, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Angelo Deserio	<hr/>	<hr/>	<hr/>	<hr/>
Alderwoman Claudia Gazal	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Darrell Jefferson	<hr/>	<hr/>	<hr/>	<hr/>
Alderperson Tina Oberlin	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Mark Cipiti	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Nate Albert	<hr/>	<hr/>	<hr/>	<hr/>
Alderman Joe Kubal	<hr/>	<hr/>	<hr/>	<hr/>
Mayor Raymond R. Soliman	<hr/>	<hr/>	<hr/>	<hr/>

APPROVED THIS 16th DAY OF JUNE 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



NFS TO OWNER

Exhibit A

Strand Associates Item 8.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

May 16, 2025

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60402

Attention: Honorable Mayor Raymond R. Soliman

Re: Agreement for Construction-Related Services
Water Main CIPP Lining Phase 1

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Construction-Related Services (Services) for the Water Main Cured-In-Place Pipe (CIPP) Lining Phase 1 project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Provide contract administration Services including attendance at preconstruction conference, review of up to two iterations contractor's shop drawing submittals, review and respond to contractor's requests for information, review and respond to up to four contractor's periodic pay requests, attendance at up to four construction progress meetings, attend up to four periodic site visits, and participation in project closeout.
2. Provide resident project representative (RPR) for full-time observation of construction. RPR services are anticipated for a construction period of up to 16 weeks, for which full-time is defined as up to five site visits per week and up to 45 hours per week.
3. Provide record drawings in electronic format from information compiled from contractor's records. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.

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City of Crest Hill, Illinois
Page 2
May 16, 2025

2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
6. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$178,500.

Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The estimated fee for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the estimated fee that reflects any wage scale adjustments made.

The estimated fee will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of June 2, 2025. Services are scheduled for completion on June 30, 2026.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar

City of Crest Hill, Illinois
Page 3
May 16, 2025

circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Retain the services of a soils consultant to provide any necessary geotechnical evaluation and recommendations. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Payment Requests

ENGINEER's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to OWNER free and clear of any liens, claims, or other encumbrances. Any such service by ENGINEER will be provided through an amendment to this Agreement.

Changes

City of Crest Hill, Illinois
Page 4
May 16, 2025

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

City of Crest Hill, Illinois
Page 5
May 16, 2025

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services** and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	June 9, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving Professional Engineering Service agreement for review services of the Traffic Impact Study prepared for Quick Trip Development and prepare a study of Potential Traffic Calming Measures along the Knapp Corridor by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for a not to exceed of \$59,800.00

Summary: Due to concerns with traffic volumes, vehicle speed and traffic safety along the Knapp Corridor the traffic study being prepared by QT will be used and additional data added to it to evaluate the non-resident vehicular traffic on Knapp Street between IL Route 7 (Theodore Street) and Larkin Avenue/Weber Rd. and to develop alternatives to reduce/eliminate this cut-through traffic along Knapp Street.

The study area will be along Knapp Street from IL Route 7 (Theodore Street) to Larkin/Weber and will include the three triangle intersections on Larkin/Weber, IL Route 7 and US Route 30 (Lincoln Highway) as well as the intermediate signalized intersection at Larkin Avenue and the Hillside Shopping Center.

The study will look at vehicular traffic desiring to avoid the triangle (Larkin Avenue/IL Route 7/US Route 30) will “cut-through” using Knapp Street between IL Route 7 and Larkin Avenue. The City seeks to discourage this “cut-through” traffic using traffic calming strategies.

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional engineering services.

These services will include the following:

- Traffic Impact Study Review (Quick Trip)
- Data Collection and Field Reconnaissance (i.e. additional traffic counts outside of QT limits)
- Process Data into a Traffic Analysis
- Perform a Traffic Calming Analysis

- Prepare a technical memorandum that will include results of the traffic analysis, traffic calming alternatives with preliminary costs and concept geometry.

A portion of this fee (approximately \$6,000) is eligible for reimbursement from Quick Trip.

Recommended Council Action: Resolution approving Professional Engineering Service agreement for review services of the Traffic Impact Study prepared for Quick Trip Development and prepare a study of Potential Traffic Calming Measures along the Knapp Corridor by and between the city of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd for a not to exceed of \$59,800.00

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$250,000.00

Cost: 59,800.00

Attachments:

Resolution-Knapp Traffic Analysis

Crest Hill Old City Hall Area Traffic Analysis 052928

RESOLUTION NO. _____

**RESOLUTION APPROVING PROFESSIONAL ENGINEERING SERVICE
AGREEMENT FOR REVIEW SERVICES OF THE TRAFFIC IMPACT STUDY
PREPARED FOR QUICK TRIP DEVELOPMENT AND PREPARE A STUDY OF
POTENTIAL TRAFFIC CALMING MEASURES ALONG THE KNAPP CORRIDOR
BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND
CHRISTOPHER B. BURKE ENGINEERING, LTD**

WHEREAS, the Corporate Authorities of the City of Crest Hill, Will County, Illinois, have the authority to adopt resolutions and to promulgate rules and regulations that pertain to the City's government and affairs and protect the public health and, safety, and welfare of its citizens; and

WHEREAS, pursuant to Section 2-2-12 of the Illinois Municipal Code (65 ILCS 5/2-2-12), the City Council possesses the authority to enter into contracts that serve the legitimate corporate purposes of the City; and

WHEREAS, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing Traffic Impact Study Review Services and Prepare a Potential Traffic Calming Study for Knapp Dr. (the "Services"); and

WHEREAS, the City Council desires to engage the Company to provide the Services and the Company is ready, willing to perform the Services for the City; and

WHEREAS, City Staff have negotiated an AGREEMENT FOR Traffic Impact Study Review Services and Prepare a Potential Traffic Calming Study for Knapp Dr. (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

WHEREAS, the Staff and City Council has reviewed the Agreement and determined that the conditions, terms, and provisions of the Agreement are fair, reasonable, and acceptable to the City; and

WHEREAS, the City Council has determined that it is in the best interest of the City and its citizens to enter into the Agreement with the Company.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory authority, as follows:

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the parable to this Resolution are true, correct and complete and are hereby incorporated by reference hereto and made part hereof.

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$59,800 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 3: SEVERABILITY. If any section, paragraph, clause or provisions of this Resolution is held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provision of this Resolution.

SECTION 4: REPEALER. All ordinances, resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution, are to the extent of such conflict hereby repealed.

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 16TH DAY JUNE, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Raymond R. Soliman	_____	_____	_____	_____

APPROVED THIS 16th DAY OF JUNE, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Exhibit A

Item 9.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

May 29, 2025

City of Crest Hill
20600 City Center Blvd
Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Proposal for Professional Engineering Services
Old City Hall Area Crest Hill Traffic Analysis
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services related to the proposed development located between US 30 (Plainfield Rd/Lincoln Hwy) and Knapp Street at the old City Hall parcel. The requested traffic study will also review the triangle area of Larkin Ave/IL Route 7/US Route 30 (Plainfield Rd/Lincoln Hwy) in Crest Hill, IL and the immediate surrounding area. Included in this proposal is our Scope of Services and Fee Estimate.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands the City of Crest Hill is requesting an engineering review of the Traffic Impact Study (TIS) for the proposed QuikTrip gas station and convenience store to be located on the old City Hall site.

The City also desires a separate traffic study to be completed by CBBEL to evaluate the non-resident vehicular traffic on Knapp Street between IL Route 7 (Theodore Street) and Larkin Avenue and to develop alternatives to reduce/eliminate this cut-through traffic along Knapp Street. The study area will be along Knapp Street from IL Route 7 (Theodore Street) to Larkin Avenue and will include the three triangle intersections on Larkin Avenue, IL Route 7 and US Route 30 (Lincoln Highway) as well as the intermediate signalized intersection at Larkin Avenue and the Hillside Shopping Center. The City indicated that vehicular traffic desiring to avoid the triangle (Larkin Avenue/IL Route 7/US Route 30) will “cut-through” using Knapp Street between IL Route 7 and Larkin Avenue. The City seeks to discourage this “cut-through” traffic using traffic calming strategies. See Exhibit 1 for the project location map.

SCOPE OF SERVICES

CBBEL proposes the following services to assist the City in the completion of the TIS review and Knapp Street analysis.

Task 1 – Quick Trip TIS Review: CBBEL will review the Traffic Impact Study (TIS) submittal and associated engineering documents for the Quick Trip development to ensure the study meets guidelines contained in the ITE Trip Generation Manual, IDOT Design Criteria, and meets engineering best practices from a traffic operations perspective.

The CBBEL team will confirm the projected site generated volume from the development using ITE trip generation rates for each of the land uses included in the development's site plan. Once the site generated volumes are confirmed, the CBBEL team will review the TIS volume distribution and mode assignment to ensure that projected intersection volumes portray reasonable and realistic assumptions. After the intersection volumes and distributions within the study boundaries are verified, the CBBEL team will review the capacity analysis and ensure that recommended mitigation measures are included in the study's findings and conclusions. The CBBEL team will conduct a thorough review of the TIS report to concur with or dispute its findings.

CBBEL will provide an itemized list of review comments for the City's consideration when coordinating with the development team. CBBEL has assumed three review cycles for this task.

Task 2 – Data Collection and Field Reconnaissance: CBBEL will engage with Quality Counts, LLC to conduct 12-hour turning movement counts (TMC) during a typical weekday at eight locations: IL Route 7 (Theodore Street) & Larkin Avenue, Larkin Avenue at Hillside Shopping Center, US 30 (Plainfield Rd/Lincoln Hwy) & Larkin Avenue, IL Route 7 (Theodore Street) & US Route 30 (Plainfield Rd/Lincoln Hwy), IL Route 7 (Theodore Street) & Knapp Street, Knapp Street & Willow Circle Drive (south), Knapp Street & Willow Circle Drive (north)/strip mall, Knapp Street & Larkin Avenue. CBBEL will also coordinate with Quality Counts, LLC to conduct an Origin-Destination (O-D) study along Knapp Street to pick up the cut-through traffic. Generally, this is traffic which travels along Knapp Street without stopping at a destination between IL Route 7 and Larkin Avenue.

CBBEL will perform field observations during the AM and PM peak periods to observe the cut through traffic. In addition, CBBEL will identify speed limits, traffic control devices, existing roadside conditions, and existing traffic calming devices.

Task 3 – Traffic Analysis: CBBEL will process the turning movement count data, the Origin-Destination (O-D) data collected in Task 2 and perform capacity analyses for each of the intersections for two study conditions: 1) Existing conditions with the Knapp Street cut-through traffic, and 2) Future condition with the Knapp Street cut-through volume redistributed to the triangle intersections.

The capacity analyses will be conducted in Synchro for the mid-week AM and PM peak periods. Improvements to the triangle intersections will be reviewed to see if existing

queuing can be reduced so drivers are not as incentivized to leave the main roadways, with the focus being on mitigating queuing for turning movements that influence the Knapp Street cut-through traffic, such as the southbound left turn movement on Larkin Avenue and US 30 (Plainfield Rd/Lincoln Hwy). This task includes two Synchro model study conditions covering an AM and PM peak period analysis.

Task 4 – Traffic Calming Analysis: CBBEL will utilize the O-D study results performed in Task 2 and the capacity analyses performed in Task 3 to evaluate and develop potential traffic calming measures for Knapp Street, including cul-de-sac, creating right-in/right-outs, adding traffic circles, narrowing the roadway in segments to purposely slow down drivers, and MUTCD-compliant signage for consideration by the City. A concept geometry exhibit for each of the proposed traffic calming measure alternatives will be developed.

Task 5 – Technical Memorandum: CBBEL will summarize the results of the data collection, traffic analysis, and list of traffic calming alternatives with preliminary costs and concept geometry for inclusion in a technical memorandum for the City's use. The technical memorandum will describe the results of the traffic analysis (Task 3) and traffic calming analysis (Task 4) with a pro/con list prepared for each traffic calming alternative. Proposed improvements at the triangle area identified in Task 3 will also be discussed with concept geometry and a preliminary cost estimate developed as well. All study methodologies and assumptions will be clearly described for documentation and presentation purposes.

ESTIMATE OF FEE

Task	Fee
Task 1 – Quick Trip TIS Review	\$ 6,000
Task 2 – Data Collection and Field Reconnaissance	\$ 16,000
Task 3 – Traffic Analysis	\$ 22,000
Task 4 – Traffic Calming Analysis	\$ 5,500
Task 5 – Technical Memorandum	\$ 10,000
Direct Costs	\$ 300

TOTAL NOT-TO-EXCEED FEE: \$ 59,800

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the previously agreed to General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

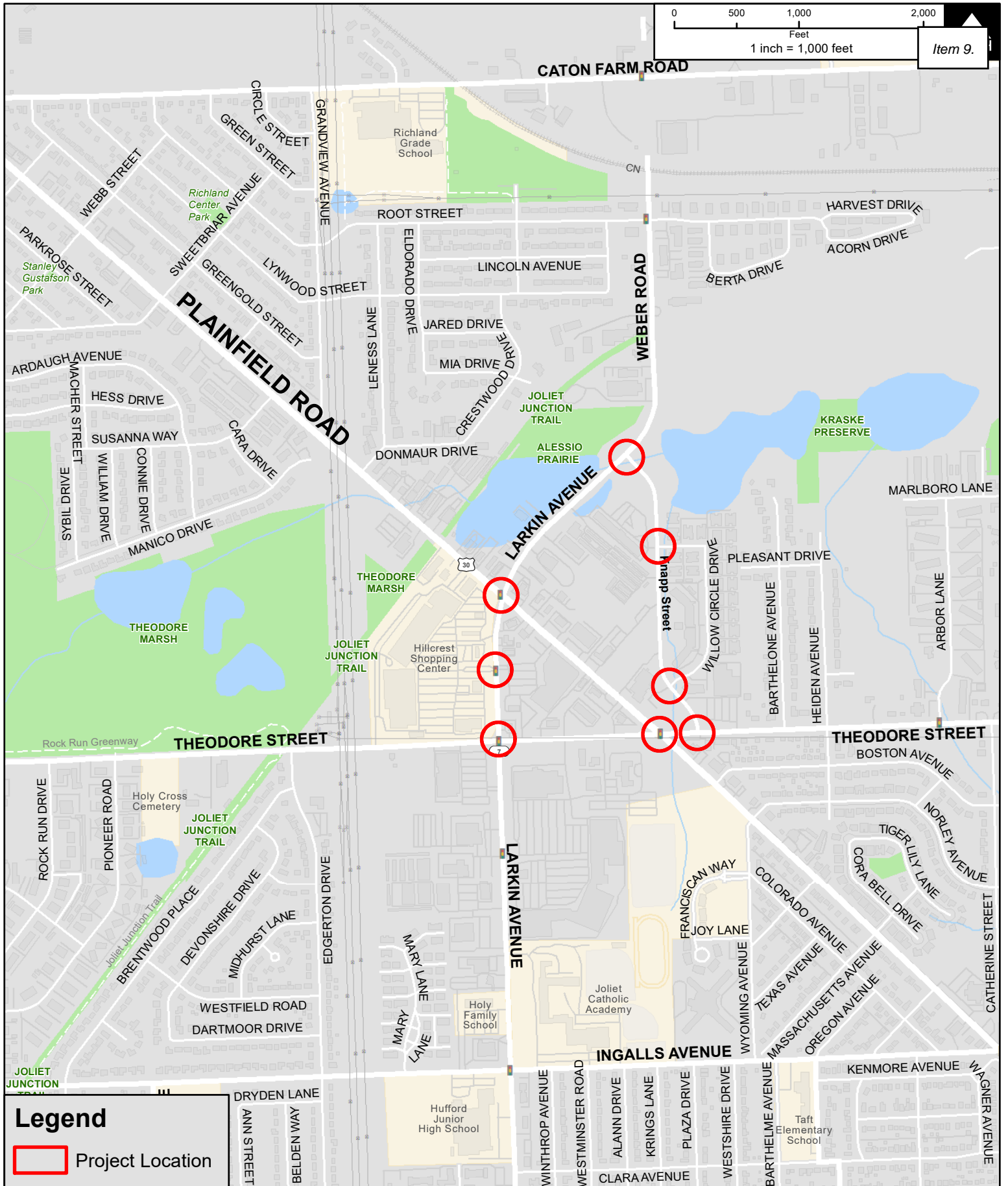
Encl. Schedule of Charges
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR THE CITY OF CREST HILL:

BY: _____

TITLE: _____

DATE: _____



Legend

 Project Location

CLIENT:



TITLE:

PROJECT LOCATION MAP
CREST HILL SUPPLEMENTAL TRAFFIC STUDY

PROJ. NO. P250180

DATE: 05/20/2025

SHEET 1 OF 1

DRAWING NO.

CB **CHRISTOPHER B. BURKE ENGINEERING, LTD.**
9575 W. Higgins Road, Suite 600 · Rosemont, Illinois 60018 · (847) 823-0500

DSGN.		SCALE:	1:12,000
DWN.	DRW	AUTHOR:	DWALTERS
CHKD.		PLOT DATE:	5/27/2025
FILE:	Project Location Map		

EXHIBIT 90

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2025 THROUGH DECEMBER 31, 2025**

<u>Personnel</u>	<u>Charges (\$/Hr)</u>
Engineer VI	285
Engineer V	245
Engineer IV	210
Engineer III	185
Engineer I/II	160
Survey V	245
Survey IV	230
Survey III	210
Survey II	165
Survey I	140
Engineering Technician V	225
Engineering Technician IV	200
Engineering Technician III	145
Engineering Technician I/II	130
CAD Manager	220
CAD II	160
CAD I	140
GIS Specialist III	185
Landscape Architect II	210
Landscape Architect I	185
Landscape Designer III	160
Landscape Designer I/II	125
Environmental Resource Specialist V	245
Environmental Resource Specialist IV	200
Environmental Resource Specialist III	170
Environmental Resource Specialist I/II	145
Environmental Resource Technician	145
Business Operations Department	165
Engineering Intern	95

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

These rates are in effect until December 31, 2025, at which time they will be subject to change.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS WITH THE CITY OF CREST HILL

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order.

Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

The Engineer ~~also~~ reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and

against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary. For the purposes of this Agreement, the parties acknowledge that such information shall be confidential and proprietary and shall not be used by Engineer for any purpose without Client's written consent.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.
10. Indemnification: Engineer shall indemnify and hold harmless Client from loss or expense, including reasonable attorney's fees for claims for personal injury (including

death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois without regard to the conflict of law provisions. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be only litigated in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action of proceeding.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments, or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by

Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.

21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed

operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made by the Client according to the terms and provisions of the Illinois Prompt Payment Act, Engineer will provide to the Client a detailed statement of tasks performed by it and reimbursement for expenses, if any. The maximum interest rate under this Section shall be the amount set forth in the Act.

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.