



## Regular City Council Meeting

Crest Hill, IL

December 01, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

### Agenda

1. **OPENING OF MEETING**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS**
  - A. Public Hearing for the 2025 Annual Property Tax Levy
5. **PUBLIC COMMENT FOR AGENDA ITEMS ONLY: *(Limit 3 minutes per person)***
6. **CONSENT AGENDA:** *(All items on the Consent Agenda are considered routine by one motion. These items will not be separately discussed unless an Alderperson so requests, in which event the item will be removed from the Consent Agenda and considered separately.)*
  - A. Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2026 and Engineering April 30, 2027, for the City of Crest Hill, Will County, Illinois
  - B. Approve an Ordinance Abating the Tax hereto Levied for the Year 2025 to Pay the Principal of and Interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois
  - C. Approve an Ordinance Abating the Tax hereto Levied for the Year 2025 to Pay the Principal of and Interest on General Obligation Refunding Bonds (Sales Tax Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois
  - D. Approve the Minutes of the Work Session Meeting Held on November 10, 2025
  - E. Approve the Minutes from the Regular Meeting Held on November 17, 2025
  - F. Approve a Resolution for a Professional Services Agreement for Design Engineering Services for the Theodore Retaining Wall Replacement between Knapp and Barthelone by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd in the Amount of \$39,690.00

- G. Approve a Resolution Approving a Professional Service Agreement for the WY2025 Water Audits and Non-Revenue Water Reduction Consultation by and between the City of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an Amount of \$29,000.00
- H. Approve a Resolution Approving an Agreement for the installation of a Maintenance Access Road Adjacent to the E.J. E Railroad Property from the City Property Located at Oakland/ Caton Farm Rd. to the City's Existing Diversion Structure by and between the City of Crest Hill, Will County, Illinois and John R. Russ and Company Inc. for an Amount of \$28,001.00
- I. Approve a Resolution Approving the Adaption of a Complete Streets Policy
- J. Approve a Resolution for a Professional Services Agreement for a Four-Year Water System Generator Replacement Program-Design Services by and between the City of Crest Hill, Will County, Illinois and Strand and Associates, Inc. in the Amount of \$202,000.00
- K. Approve an Ordinance Amending Chapter 12.28 (Construction of Utility Facilities in the Rights-of-Way) of Title 2 (Streets and Sidewalks) of the City of Crest Hill Code of Ordinances
- L. Approve an Ordinance Approving Final Plat of Subdivision, Special Use Permit, and Multiple Variations to the Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances with Respect to Certain Real Property Known as Stanley Gustafson Park Located at 2227 Parkrose Street in Crest Hill, Illinois (Application of City of Crest Hill)
- M. Approve the Expenditure for Wonderware and Dell Support Renewals for One Year for the SCADA System for the East Sewer Treatment Plant in the Amount of \$24,090.27
- N. Approval of the Regular and Overtime Payroll from November 3, 2025, November 16, 2025, in the Amount of \$289,758.82

7. **REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS**

- A. Mayor's Report:
- B. City Clerk's Report:
- C. City Treasurer's Report:
  - 1. Approval of the List of Bills Issued through December 2, 2025, in the Amount of \$1,865,059.85
- D. City Attorney:

E. City Administrator:

1. Approve Ordinance Amending Title 2 (Administration and Personnel), Chapter 2.92 (Actions Against the City) of the Crest Hill City Code of Ordinances

F. Public Works Department:

G. City Engineer:

H. Police Department:

I. Community Development:

**10. UNFINISHED BUSINESS:**

**11. NEW BUSINESS:**

**12. COMMITTEE/LIAISON REPORTS:**

**13. CITY COUNCIL COMMENTS:**

**14. PUBLIC COMMENT:** *(Limit 3 minutes per person)*

**15. ADJOURNMENT:**

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.



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Glenn Gehrke, Finance Director / Jamie Malloy, Treasurer
<b>Department:</b>	Public Hearing for the 2025 Annual Property Tax Levy
<b>Agenda Item:</b>	Approval of the 2025 Annual Property Tax Levy

### Summary:

Per Illinois statute, public taxing bodies are allowed to raise tax levies annually by the rate of inflation (or CPI) or five (5) percent, whichever is lower. The tax levy is a process by which the City request funding from its local taxpayers and this funding is collected through property taxes.

In the state of Illinois, local real estate property taxes (sometimes called an “ad valorem” tax, which means “according to value”) are based on a property’s equalized assessed value, and the total local tax rate applied to that value, after any exemptions are subtracted.

The City must adopt its tax levy and certify it with the Will County Clerk no later than the last Tuesday of December, annually.

### Recommended Council Action:

Approval of the City of Crest Hill’s Annual Tax Levy, for the levy year 2025, as presented, November 24, 2025, City Council Work Session.

### Financial Impact:

**Funding Source:** N/A

**Budgeted Amount:** The City will be informed of the final tax levy it will receive in March 2026. The Fiscal Year 2026-2027 budget will be adjusted, if necessary, for the tax levy revenue the City will receive at that time, prior to finalization of the Fiscal Year 2025-2026 budget.

**Cost:** N/A

### Attachments:

- 2025 Tax Levy Packet
- 2025 Certificate of Compliance with Truth in Taxation
- 2025 Certification of Tax Levy

**CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION**  
IN ACCORDANCE WITH CHAPTER 35 SECTIONS 200/18-55 THROUGH  
200/18-101.65 ILLINOIS COMPILED STATUTES

I, the undersigned, hereby certify that I am the presiding officer of  
City of Crest Hill, (Legal Name of Taxing District),  
and as such presiding officer I certify that the levy ordinance, a copy of  
which is attached, was adopted pursuant to, and in all respects in  
compliance with the provisions of Section 18-60 through 18-85 of the  
“Truth in Taxation” law OR that Sections 18-60 through 18-85 of the “Truth  
in Taxation” Law are inapplicable, with respect to the adoption of the tax  
levy for year 2025.

\_\_\_\_\_  
Signature of Presiding Officer

\_\_\_\_\_  
Date

(Attach this Certificate to Tax  
Levy) rev 01/2025

**PRINT**

## CERTIFICATION OF TAX LEVY

I, the undersigned, duly qualified and acting MAYOR  
of the City of Crest Hill, Will County, Illinois, do hereby  
certify that the attached Tax Levy filed with the Will County Clerk on  
December 1, 2025 is a true and correct copy of the Tax Levy of said  
District.

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

\_\_\_\_\_  
*Signature (Name and Title)*

City of Crest Hill  
Proposed  
Property Tax Levy  
2025

City of Crest Hill  
Property Tax Levy  
2025

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City of Crest Hill  
Property Tax Levy  
2025

**Property Tax Levy**

**Truth-in-Taxation**

The Truth-in-Taxation Law establishes procedures taxing districts must follow when adopting levies more than 5% higher than the total amount of taxes in the previous year. The requirements are:

- 1) Publish the required notice in a local newspaper;
- 2) Hold a public hearing;
- 3) At the public hearing, the taxing district must explain the reasons for its levy;
- 4) Anyone who wants to present testimony must be given the opportunity to do so; and
- 5) After the hearing, the taxing district may adopt the tax levy.

Each taxing district must certify to the County Clerk that it has complied with all Truth-in-Taxation publication, notice, and hearing requirements when it certifies its levy to the County Clerk.

If a taxing district does not comply with the requirements of the Truth-in-Taxation Law, the County Clerk must limit the levy increase to 5%.

**Property Tax Extension Limitation Law (PTELL)**

The PTELL is designed to limit the increases in property tax extensions (*total taxes billed*) for non-home rule taxing districts. The law is commonly referred to as “tax caps” The PTELL does not “cap” either individual property tax bills or individual property assessments. Instead, the PTELL allows a taxing district to receive a limited inflationary increase in tax extensions on existing property, plus an additional amount for new construction. The limit slows the growth of revenues to taxing districts when property values and assessments are increasing faster than the rate of inflation. If a taxing district determines that it needs more money than is allowed by the limitation, it can ask the voters to approve an increase.

The collar counties (*DuPage, Kane, Lake, McHenry, and Will*) became subject to the PTELL for the 1991 tax year and Cook County was added for the 1994 tax year. Public Act 94-976 amended PTELL effective June 30, 2006. The significant amendments include:

- New supplemental ballot and election notice information.
- Additional taxing district voter-approved referenda and other referenda changes.
- Authority for taxing districts in some instances to exceed a voter-approved rate limit long as the sum of all the rates for funds subject to PTELL, does not exceed the limiting rate.

Increases in property tax extensions are limited to the lesser of 5% or the increase in the national Consumer Price Index (CPI) for the year preceding the levy year. In addition, each individual levy has a statutory limit listed below.

**Crest Hill Limiting Rates**

1	5% or CPI which ever is lowest	
2	Corporate Rate	0.4375
3	Police Pension	None
4	IMRF	None
5	Social Security	None

City of Crest Hill  
Property Tax Levy  
2025

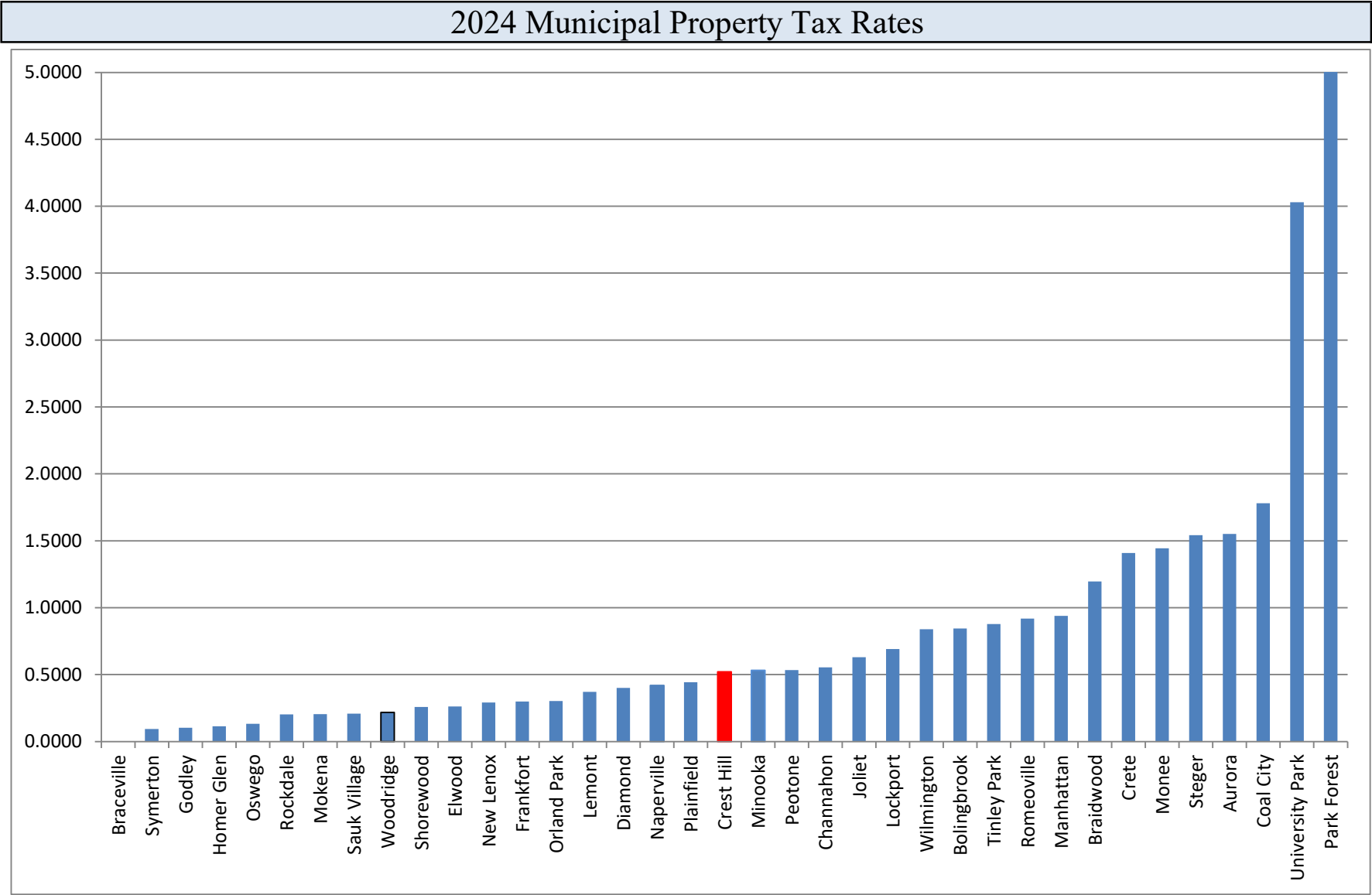
Item A.

**County-Wide Municipal Property Tax Rates**

<b>Rank</b>	<b><u>Municipality</u></b>	<b><u>2024</u></b>	<b><u>Average</u></b>	<b><u>Median</u></b>
		Rate		
1	Braceville	0.0000	<b>0.8975</b>	<b>0.5331</b>
2	Symerton	0.0938		
3	Godley	0.1028		
4	Homer Glen	0.1139		
5	Oswego	0.1317		
6	Rockdale	0.2024		
7	Mokena	0.2044		
8	Sauk Village	0.2077		
9	Woodridge	0.2174		
10	Shorewood	0.2582		
11	Elwood	0.2617		
12	New Lenox	0.2908		
13	Frankfort	0.2978		
14	Orland Park	0.3025		
15	Lemont	0.3709		
16	Diamond	0.4010		
17	Naperville	0.4191		
18	Plainfield	0.4430		
<b>19</b>	<b>Crest Hill</b>	<b>0.5208</b>		
20	Minooka	0.5331		
21	Peotone	0.5344		
22	Channahon	0.5536		
23	Joliet	0.6297		
24	Lockport	0.6899		
25	Beecher	0.7225		
26	Wilmington	0.8387		
27	Bolingbrook	0.8449		
28	Tinley Park	0.8774		
29	Romeoville	0.9175		
30	Manhattan	0.9380		
31	Braidwood	1.1953		
32	Crete	1.4087		
33	Monee	1.4438		
34	Steger	1.5421		
35	Aurora	1.5517		
36	Coal City	1.7797		
37	University Park	4.0293		
38	Park Forest	7.3378		



City of Crest Hill  
Property Tax Levy  
2025



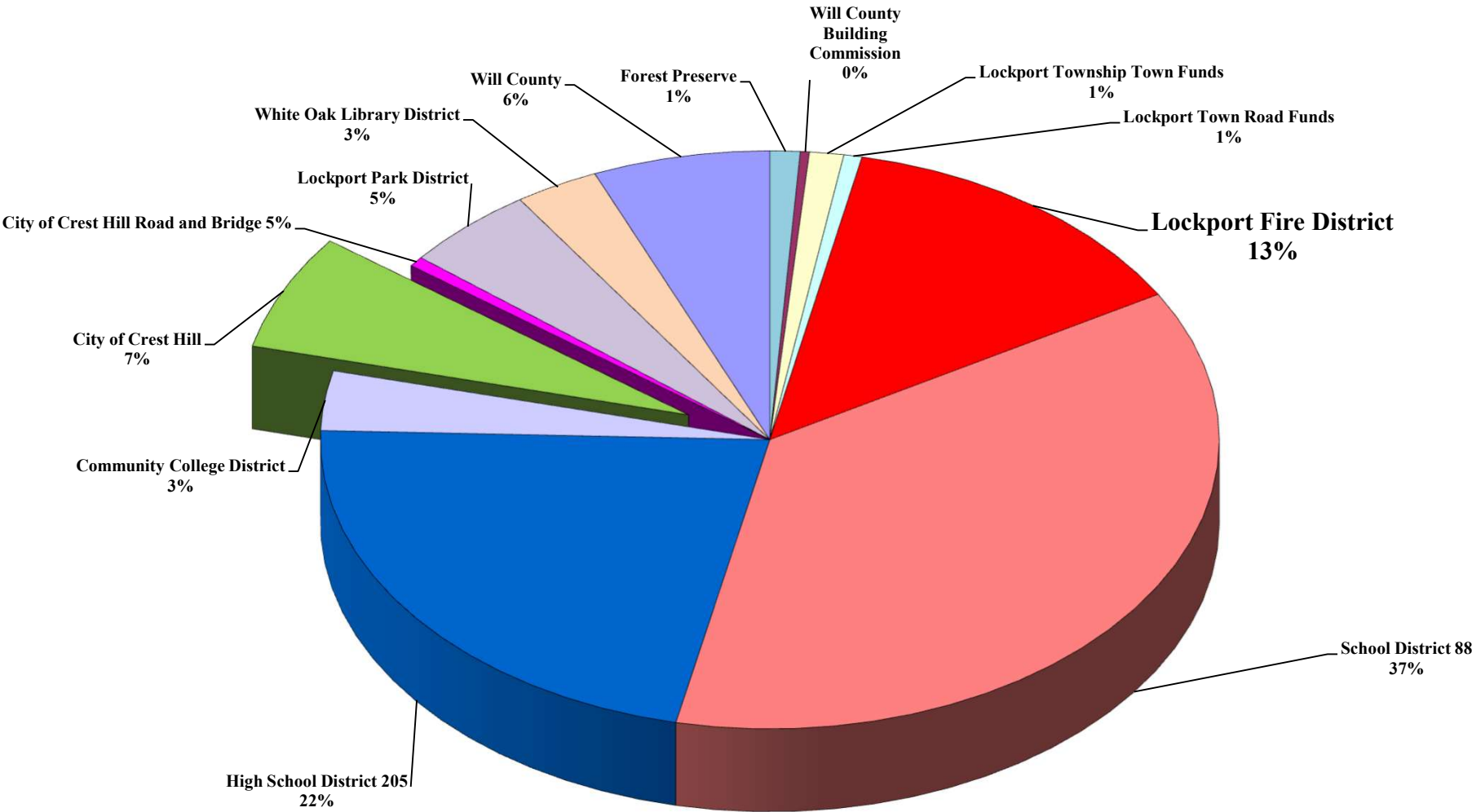
City of Crest Hill  
Property Tax Levy  
2025

Crest Hill Taxing District Rates from 2024

	<b><u>Present</u></b> <b><u>Rate</u></b>	<b><u>Actual</u></b> <b><u>Percent</u></b>
1 Forest Preserve	0.0874	1.08%
2 Will County Building Commission	0.0263	0.33%
3 Lockport Township Town Funds	0.0993	1.23%
4 Lockport Town Road Funds	0.0527	0.65%
5 Lockport Fire District	1.0753	13.32%
6 School District 88	2.9656	36.74%
7 High School District 205	1.7880	22.15%
8 Community College District	0.2687	3.33%
<b>9 City of Crest Hill</b>	<b>0.5208</b>	<b>6.45%</b>
10 City of Crest Hill Road and Bridge	0.0452	0.56%
11 Lockport Park District	0.3849	4.77%
11 White Oak Library District	0.2435	3.02%
13 Will County	0.5145	6.37%
	<b><u>8.0722</u></b>	

City of Crest Hill  
Property Tax Levy  
2025

Property Tax Bill



City of Crest Hill  
Property Tax Levy

2025

Municipal Property Tax Rate Effect on Home Owners

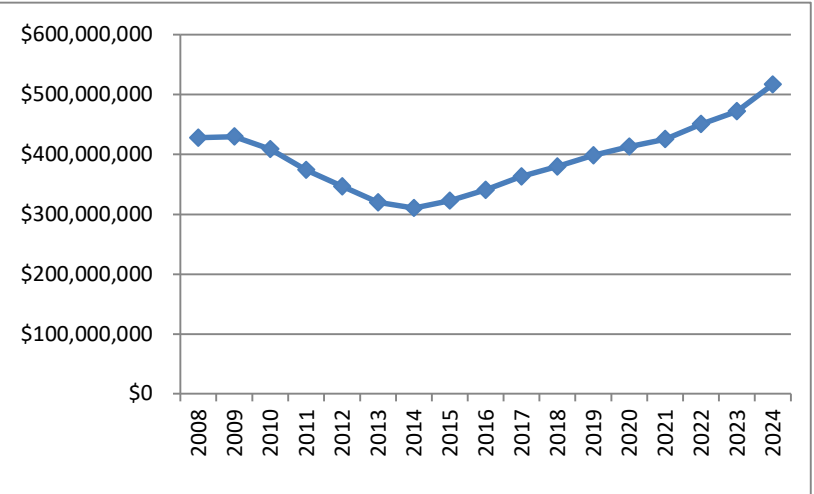
Market Value		\$150,000	\$200,000	\$250,000	\$325,000
EAV	33.00%	\$49,500	\$66,000	\$82,500	\$107,250
Per	\$100	\$495	\$660	\$825	\$1,073
City Rate	0.5208	\$257.80	\$343.73	\$429.66	\$558.56
Rebate amount	0.25	\$64.45	\$85.93	\$107.42	\$139.64
Amount after rebate		\$193.35	\$257.80	\$322.25	\$418.92
Additional Tax @	4.99%	4.99% \$9.65	4.99% \$12.86	4.99% \$16.08	4.99% \$20.90
Anticipated Increase	3.84%	3.8% \$7.42	3.8% \$9.89	3.8% \$12.36	3.8% \$16.07

City of Crest Hill  
Property Tax Levy  
2025

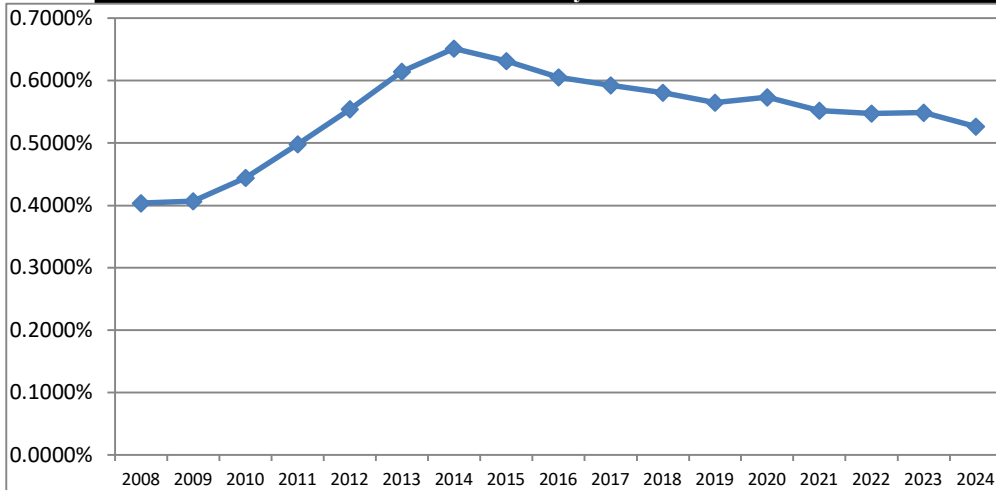
Histories

<u>Year</u>	<u>EAV</u>	<u>Change in EAV</u>	<u>Rate</u>	<u>Receipts</u>
2006	\$361,898,278	16.623%	41.9500%	\$1,654,574
2007	\$403,539,620	11.506%	0.4064%	\$1,788,501
2008	\$427,830,728	6.020%	0.4035%	\$1,883,550
2009	\$429,684,744	0.433%	0.4064%	\$1,746,238
2010	\$408,766,183	-4.868%	0.4440%	\$1,814,039
2011	\$374,195,166	-8.457%	0.4977%	\$1,862,369
2012	\$346,465,990	-7.410%	0.5542%	\$1,920,114
2013	\$319,973,995	-7.646%	0.6143%	\$1,965,600
2014	\$310,257,775	-3.037%	0.6511%	\$2,020,088
2015	\$322,771,761	4.033%	0.6311%	\$2,037,013
2016	\$340,641,052	5.536%	0.6050%	\$2,060,878
2017	\$363,189,496	6.619%	0.5925%	\$2,151,898
2018	\$379,898,835	4.601%	0.5806%	\$2,205,693
2019	\$398,393,372	4.868%	0.5647%	\$2,249,727
2020	\$413,009,427	3.669%	0.5730%	\$2,302,203
2021	\$425,520,934	3.029%	0.5519%	\$2,348,450
2022	\$450,649,483	5.905%	0.5473%	\$2,466,405
2023	\$472,213,627	4.785%	0.5484%	\$2,589,620
2024	\$516,935,012	9.471%	0.5261%	\$2,589,621

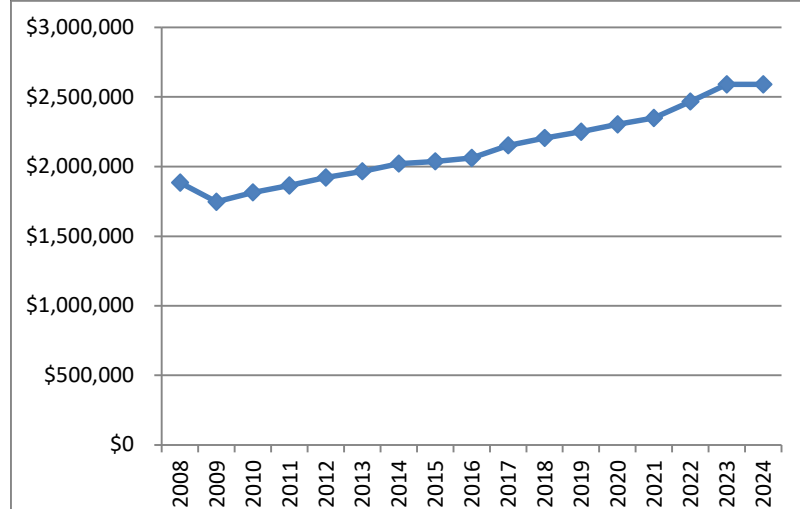
EAV History



Tax Rate History



Property Tax Receipt History



City of Crest Hill  
Property Tax Levy  
2025

**Limited Rate/Collection History**

	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
<b>Tax Rates</b>											
Road & Bridge	0.0487	0.0485	0.0487	0.0493	0.0499	0.0504	0.0510	0.0514	0.0521	0.0566	0.0588
Garbage	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Corporate	0.2251	0.2738	0.3409	0.3507	0.3486	0.3599	0.3854	0.4105	0.3787	0.3990	0.4157
Social Security	0.0038	0.0000	0.0000	0.0047	0.0048	0.0050	0.0052	0.0056	0.0283	0.0298	0.0474
Police Pension	0.2863	0.2746	0.2064	0.1918	0.1991	0.1948	0.1848	0.1708	0.1697	0.1725	0.1564
IMRF	0.0038	0.0000	0.0000	0.0047	0.0048	0.0050	0.0052	0.0056	0.0283	0.0298	0.0316
Public Benefit	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>	<u>0.0000</u>
Total Tax Rate	<u>0.5677</u>	<u>0.5969</u>	<u>0.5960</u>	<u>0.6012</u>	<u>0.6072</u>	<u>0.6151</u>	<u>0.6316</u>	<u>0.6439</u>	<u>0.6571</u>	<u>0.6877</u>	<u>0.7099</u>
<b>Tax Extensions</b>											
Road & Bridge	\$234,724	\$230,382	\$221,131	\$211,692	\$207,936	\$203,628	\$197,307	\$190,649	\$181,593	\$185,686	\$184,426
Garbage	0	0	0	0	0	0	0	0	0	0	0
Corporate	1,163,621	1,292,921	1,536,264	1,492,302	1,440,065	1,433,818	1,464,130	1,490,893	1,290,008	1,287,859	1,289,742
Social Security	19,644	0	0	19,999	19,829	19,920	702,053	620,328	96,401	96,186	147,062
Police Pension	1,479,985	1,296,699	930,141	816,149	822,481	776,070	19,755	20,339	578,068	556,781	485,243
IMRF	19,644	0	0	19,999	19,829	19,920	19,755	20,339	96,401	96,186	98,041
Public Benefit	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>\$2,917,617</u>	<u>\$2,820,001</u>	<u>\$2,687,536</u>	<u>\$2,560,142</u>	<u>\$2,510,139</u>	<u>\$2,453,355</u>	<u>\$2,402,999</u>	<u>\$2,342,547</u>	<u>\$2,242,472</u>	<u>\$2,222,698</u>	<u>\$2,204,514</u>
Collections	<u>0*</u>	<u>\$2,815,020</u>	<u>\$2,684,348</u>	<u>\$2,564,850</u>	<u>\$2,506,986</u>	<u>\$2,441,209</u>	<u>\$2,395,706</u>	<u>\$2,341,881</u>	<u>\$2,247,168</u>	<u>\$2,214,095</u>	<u>\$2,197,358</u>
Percent Collected		<u>99.82%</u>	<u>99.88%</u>	<u>100.18%</u>	<u>99.87%</u>	<u>99.50%</u>	<u>99.70%</u>	<u>99.97%</u>	<u>100.21%</u>	<u>99.61%</u>	<u>99.68%</u>

\* Note: Data incomplete at time of report

City of Crest Hill  
Property Tax Levy  
2025

Item A.

**Estimated Limiting Rate**

Taxing District: City of Crest Hill

New Property		5,057,552
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EAV Before Exemption*		642,787,779
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Prior Year Exemptions/TIF**		82,123,910
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Net E.A.V.		560,663,869
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Aggregate Extensions		2022	2023	2024
3-Year Rate History		2,466,404.61	2,589,619.52	2,682,892.70

(Extension Base)	x	CPI	=	
EAV	-	New Property	=	

2,682,892.70	x	1.0290	=	2,760,696.59	
560,663,869	-	5,057,552	=	555,606,317	<b>0.4969%</b>

Estimated Revenue 2,785,826.55  
Difference from Last Year 102,933.85  
Truth in Taxation Limit 2,817,037.34

**County Preliminary Values**

Gross Value 642,787,779  
Levy Exemptions 82,123,910  
New Property 5,057,552

\*The numbers used in this worksheet are estimates and are subject to change at any time. Final EAV is calculated in March, and used for final calculation of the May 1st bills. This worksheet is to be used as a reference only and makes no warranties as to the final results.

\*\*This figure should be estimated using the total amount of value lost to exemptions in the prior year plus the total amount of value lost to TIF Districts in the prior year. If the district was affected in the prior year by a TIF that has now expired, do not subtract that TIFs Incremental Value from this calculation. The Incremental TIF Value will instead be manually added to the estimated New Property Figure.

**Will County Limiting Rate Calculation**

Previous Extension		2,682,892.70
CPI or 1.05%	x	1.0290
		2,760,696.59
Rate Increase Factor	x	1
Adjusted Extension Base		2,760,696.59
Current Net EAV		560,663,869
New Property		5,057,552
		555,606,317
Annexations	-	0
		555,606,317
Adjusted Extension Base		2,760,696.59
Adjusted Valuation Base		555,606,317
Limiting Rate		0.0049688
Extension Limit		

Bond Rating/Best Practices

**AA**

- 1 Establish and maintain effective management systems
- 2 Have a well-defined and coordinated economic development strategy
- 3 Long-term planning for all potential liabilities pension/vehicle replacements
- 4 Establish rainy day budget stabilization reserves
- 5 Establish regular economic budget reviews
- 6 Prioritize spending plans with contingencies
- 7 Formalized capital improvement plan
- 8 Establish debt affordability models
- 9 Develop pay-as-you-go capital plans
- 10 Multi-year financial plan

City of Crest Hill  
Property Tax Levy  
2025

Bond Ratings					
Commercial Credit Ratings			Personal Credit Score		
Moody's	S&P	Fitch	Rank	Score	Rank
Aaa	AAA	AAA	Prime	800 - 850	Incredibly Good
Aa1	AA+	AA+	High grade	750 - 799	Excellent
Aa2	AA	AA			
Aa3	AA-	AA-			
A1	A+	A+	Upper medium grade	700 - 749	Really Good
A2	A	A			
A3	A-	A-			
Baa1	BBB+	BBB+	Lower medium grade	650 - 699	Good/Average
Baa2	BBB	BBB			
Baa3	BBB-	BBB-			
Ba1	BB+	BB+	Non-investment grade speculative	600 - 649	Fair
Ba2	BB	BB			
Ba3	BB-	BB-			
B1	B+	B+	Highly speculative	550 - 599	Poor
B2	B	B			
B3	B-	B-			
Caa1	CCC+	CCC	Substantial risks	500 - 549	Very Poor
Caa2	CCC		Extremely speculative	300 - 499	Exceedingly Poor
Caa3	CCC-		Default imminent with little prospect for recovery	300 - 499	Exceedingly Poor
Ca	CC C				
C	D	DDD	In default	300 - 499	Exceedingly Poor

ORDINANCE NO. \_\_\_\_\_

PUBLISHED IN PAMPHLET FORM BY AUTHORITY  
OF THE CITY COUNCIL  
OF THE  
CITY OF CREST HILL, ILLINOIS

PUBLICATION DATE: December 2, 2024

CERTIFICATION: It is hereby certified that Crest Hill Ordinance No. \_\_\_\_\_ was passed on the 2nd day of December, 2024 by the City of Crest Hill Council and that thereafter said Ordinance was published in pamphlet form at the City of Crest Hill, Illinois on the date stated above.

Attest: \_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027, FOR THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS.**

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

**SECTION 1:** That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum

**SECTION 2:** That the total amount of TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND THIRTY SEVENTY DOLLARS AND ZERO CENTS (\$2,817,037) being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the City of Crest Hill for all corporate purposes of said City of Crest Hill for purposes of providing the General Corporate Fund, Police Pension Fund, Illinois Municipal Retirement Fund, and Social Security Tax Fund, as appropriated for the current fiscal year by annual appropriation ordinance of the City of Crest Hill for the year beginning May 1, 2026 and ending April 30, 2027 passed by the City Council of said City at the legally convened meeting on December 1, 2025 be and the same is hereby levied upon all of the taxable property in the City of Crest Hill subject to taxation for the current year and being as follows:

**SECTION A**  
**GENERAL CORPORATE FUND TAX LEVY**

**SUMMARY**

Levied for the foregoing expenses of the General Corporate Fund as authorized by the 65 ILCS 5/8-2-9 in the amount of \$1,020,037.

**SECTION B**  
**FROM SPECIAL TAX LEVIES**

**(NOTE: These special tax levies are derived from separate statutory authority and do not fall under the General Corporate Fund levy set out in Section A.)**

**POLICE PENSION****SUMMARY**

Levy for the foregoing expenses of the Police Pension Fund from the special pension fund tax in addition to all other taxes provided by 40 ILCS 5/3-125 and 65 ILCS 5/11-1-3 in the amount of \$1,757,000.00.

**ILLINOIS MUNICIPAL RETIREMENT FUND****SUMMARY**

Levied for the foregoing expenses from the Illinois Municipal Retirement Fund Tax in addition to all other taxes for the purposes of paying the city's contribution to said fund as provided by 40 ILCS 5/7-171 in the amount of \$20,000.00.

**SOCIAL SECURITY TAX FUND****SUMMARY**

Levied for foregoing expenses in addition to all other taxes for the purposes of paying the city's contribution to Social Security Taxes to said fund as provided by 40 ILCS 5/21-110 in the amount of \$20,000.00.

**SECTION 2:****GENERAL SUMMARY OF AMOUNTS LEVIED – FOR ALL FUNDS**

General (Corporate)	\$ 1,020,037.00
Police Pension Fund	\$ 1,757,000.00
Illinois Municipal Retirement Fund	\$ 20,000.00
Social Security Tax Fund	\$ 20,000.00
 TOTAL TAX LEVY – FOR ALL FUNDS	 \$ 2,817,037.00

**SECTION 3:** That the total amount of ~~ti~~ascertained as aforesaid be and the same is hereby levied and assessed on all property subject to taxation within the City of Crest Hill according to the value of said property as the same is assessed and equalized for the State and County purposes for the current year.

**SECTION 4:** This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

**SECTION 5:** That there is hereby certified to the County Clerk of TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND THIRTY SEVENTY DOLLARS AND ZERO CENTS (\$2,817,037) which said total amount the City of Crest Hill requires to be raised by taxation for the current fiscal year of said City, and City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

**SECTION 6:** This ordinance shall take effect and be in full force and effect immediately on and after its passage, approval, and publication according to law.

PASSED THIS 1st DAY OF DECEMBER, 2025.

	Aye	Nay	Absent	Abstain
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderdwoman Tina Oberlin	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Ray Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, CITY CLERK

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
RAYMOND R. SOLIMAN, MAYOR

ATTEST:

\_\_\_\_\_

# ANNUAL ABATEMENT ORDINANCE

ORDINANCE No. \_\_\_\_\_

ORDINANCE abating the tax hereto levied for the year 2025

to pay the principal of and interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois.

WHEREAS the City Council (the “*Council*”) of the City of Crest Hill, Will County, Illinois (the “*City*”), by Ordinance No. 1829, adopted on the 18th day of November, 2019, as supplemented by a notification of sale (the “*Ordinance*”), did provide for the issue of \$17,695,000 General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including May 1, 2025; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Will, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

Section 3. *Effective Date.* This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

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

\_\_\_\_\_  
Christine Vershay-Hall

APPROVED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

STATE OF ILLINOIS        )  
                                       ) SS  
 COUNTY OF WILL         )

### FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2025, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois.

(the “*Ordinance*”) duly adopted by the City Council of the City of Crest Hill, Will County, Illinois (the “*City*”), on the \_\_\_\_ day of \_\_\_\_\_, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2025 for the payment of the City’s \$17,695,000 General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, as described in the Ordinance, will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 County Clerk

[SEAL]



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Glenn Gehrke, Finance Director / Jamie Malloy, Treasurer
<b>Department:</b>	Treasurer's Office
<b>Agenda Item:</b>	Approval of the 2025 Tax Abatement for General Obligation Refunding Bonds, Series 2019A

### Summary:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A of the City of Crest Hill, Will County Illinois.

### Recommended Council Action:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A of the City of Crest Hill, Will County Illinois, as presented at the November 24, 2025, work session.

### Financial Impact:

**Funding Source:** N/A

**Budgeted Amount:**

**Cost:** N/A

### Attachments:

2025 Tax Abatement GO Bonds Series 2019A Memo  
2025 Tax Abatement 2019A Packet

ORDINANCE NO. \_\_\_\_\_

PUBLISHED IN PAMPHLET FORM BY AUTHORITY  
OF THE CITY COUNCIL  
OF THE  
CITY OF CREST HILL, ILLINOIS

PUBLICATION DATE: December 2, 2024

CERTIFICATION: It is hereby certified that Crest Hill Ordinance No. \_\_\_\_\_ was passed on the 2nd day of December, 2024 by the City of Crest Hill Council and that thereafter said Ordinance was published in pamphlet form at the City of Crest Hill, Illinois on the date stated above.

Attest: \_\_\_\_\_  
City Clerk

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING MAY 1, 2026 AND ENDING APRIL 30, 2027, FOR THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS.**

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

**SECTION 1:** That the total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current fiscal year is hereby ascertained to be the sum

**SECTION 2:** That the total amount of TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND THIRTY SEVENTY DOLLARS AND ZERO CENTS (\$2,817,037) being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the City of Crest Hill for all corporate purposes of said City of Crest Hill for purposes of providing the General Corporate Fund, Police Pension Fund, Illinois Municipal Retirement Fund, and Social Security Tax Fund, as appropriated for the current fiscal year by annual appropriation ordinance of the City of Crest Hill for the year beginning May 1, 2026 and ending April 30, 2027 passed by the City Council of said City at the legally convened meeting on December 1, 2025 be and the same is hereby levied upon all of the taxable property in the City of Crest Hill subject to taxation for the current year and being as follows:

**SECTION A**  
**GENERAL CORPORATE FUND TAX LEVY**

**SUMMARY**

Levied for the foregoing expenses of the General Corporate Fund as authorized by the 65 ILCS 5/8-2-9 in the amount of \$1,020,037.

**SECTION B**  
**FROM SPECIAL TAX LEVIES**

**(NOTE: These special tax levies are derived from separate statutory authority and do not fall under the General Corporate Fund levy set out in Section A.)**

**POLICE PENSION****SUMMARY**

Levy for the foregoing expenses of the Police Pension Fund from the special pension fund tax in addition to all other taxes provided by 40 ILCS 5/3-125 and 65 ILCS 5/11-1-3 in the amount of \$1,757,000.00.

**ILLINOIS MUNICIPAL RETIREMENT FUND****SUMMARY**

Levied for the foregoing expenses from the Illinois Municipal Retirement Fund Tax in addition to all other taxes for the purposes of paying the city's contribution to said fund as provided by 40 ILCS 5/7-171 in the amount of \$20,000.00.

**SOCIAL SECURITY TAX FUND****SUMMARY**

Levied for foregoing expenses in addition to all other taxes for the purposes of paying the city's contribution to Social Security Taxes to said fund as provided by 40 ILCS 5/21-110 in the amount of \$20,000.00.

**SECTION 2:****GENERAL SUMMARY OF AMOUNTS LEVIED – FOR ALL FUNDS**

General (Corporate)	\$ 1,020,037.00
Police Pension Fund	\$ 1,757,000.00
Illinois Municipal Retirement Fund	\$ 20,000.00
Social Security Tax Fund	\$ 20,000.00
 TOTAL TAX LEVY – FOR ALL FUNDS	 \$ 2,817,037.00

**SECTION 3:** That the total amount of ~~ti~~ascertained as aforesaid be and the same is hereby levied and assessed on all property subject to taxation within the City of Crest Hill according to the value of said property as the same is assessed and equalized for the State and County purposes for the current year.

**SECTION 4:** This levy ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

**SECTION 5:** That there is hereby certified to the County Clerk of TWO MILLION EIGHT HUNDRED SEVENTEEN THOUSAND THIRTY SEVENTY DOLLARS AND ZERO CENTS (\$2,817,037) which said total amount the City of Crest Hill requires to be raised by taxation for the current fiscal year of said City, and City Clerk of said City is hereby ordered and directed to file with the County Clerk of said County on or before the time required by law, a certified copy of this ordinance.

**SECTION 6:** This ordinance shall take effect and be in full force and effect immediately on and after its passage, approval, and publication according to law.

PASSED THIS 1st DAY OF DECEMBER, 2025.

	Aye	Nay	Absent	Abstain
Alderman Darrell Jefferson	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderdwoman Claudia Gazal	_____	_____	_____	_____
Alderman Mark Cipiti	_____	_____	_____	_____
Alderdwoman Tina Oberlin	_____	_____	_____	_____
Alderman Angelo Deserio	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Ray Soliman	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, CITY CLERK

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
RAYMOND R. SOLIMAN, MAYOR

ATTEST:

\_\_\_\_\_



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Glenn Gehrke, Finance Director / Jamie Malloy, Treasurer
<b>Department:</b>	Treasurer's Office
<b>Agenda Item:</b>	Approval of the 2025 Tax Abatement for General Obligation Refunding Bonds, Series 2019A

### Summary:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A of the City of Crest Hill, Will County Illinois.

### Recommended Council Action:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019A of the City of Crest Hill, Will County Illinois, as presented at the November 24, 2025, work session.

### Financial Impact:

**Funding Source:** N/A

**Budgeted Amount:**

**Cost:** N/A

### Attachments:

2025 Tax Abatement GO Bonds Series 2019A Memo  
2025 Tax Abatement 2019A Packet

# ANNUAL ABATEMENT ORDINANCE

ORDINANCE No. \_\_\_\_\_

ORDINANCE abating the tax hereto levied for the year 2025

to pay the principal of and interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois.

WHEREAS the City Council (the “*Council*”) of the City of Crest Hill, Will County, Illinois (the “*City*”), by Ordinance No. 1829, adopted on the 18th day of November, 2019, as supplemented by a notification of sale (the “*Ordinance*”), did provide for the issue of \$17,695,000 General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including May 1, 2025; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Will, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

Section 3. *Effective Date.* This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

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

\_\_\_\_\_  
Christine Vershay-Hall

APPROVED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

STATE OF ILLINOIS        )  
                                       ) SS  
 COUNTY OF WILL         )

### FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2025, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois.

(the “*Ordinance*”) duly adopted by the City Council of the City of Crest Hill, Will County, Illinois (the “*City*”), on the \_\_\_\_ day of \_\_\_\_\_, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2025 for the payment of the City’s \$17,695,000 General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, as described in the Ordinance, will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 County Clerk

[SEAL]



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Glenn Gehrke, Finance Director / Jamie Malloy, Treasurer
<b>Department:</b>	Treasurer's Office
<b>Agenda Item:</b>	Approval of the 2025 Tax Abatement for General Obligation Refunding Bonds, Series 2019B

### Summary:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019B of the City of Crest Hill, Will County Illinois.

### Recommended Council Action:

Approval of the ordinance abating the tax levied for 2025 to pay the principal and interest in the General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source) Series 2019B of the City of Crest Hill, Will County Illinois, as presented at the November 24, 2025 work session.

### Financial Impact:

**Funding Source:** N/A

**Budgeted Amount:**

**Cost:** N/A

### Attachments:

2025 Tax Abatement GO Bonds Series 2019B Memo  
2025 Tax Abatement 2019B Packet

## ANNUAL ABATEMENT ORDINANCE

**ORDINANCE NO. \_\_\_\_\_**

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois.

WHEREAS the City Council (the “*Council*”) of the City of Crest Hill, Will County, Illinois (the “*City*”), by Ordinance No. 1830, adopted on the 18th day of November, 2019, as supplemented by a notification of sale (the “*Ordinance*”), did provide for the issue of \$11,640,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B (the “*Bonds*”), and the levy of a direct annual tax sufficient to pay the principal of and interest on the Bonds; and

WHEREAS the City has Pledged Revenues (as defined in the Ordinance) or other lawfully available funds available and on deposit in the Bond Fund (as defined in the Ordinance) to pay the principal of and interest on the Bonds up to and including May 1, 2027; and

WHEREAS it is necessary and in the best interests of the City that the tax heretofore levied for the year 2025 to pay the principal of and interest on the Bonds be abated;

NOW THEREFORE Be It Ordained by the City Council of the City of Crest Hill, Will County, Illinois, as follows:

*Section 1. Abatement of Tax.* The tax heretofore levied for the year 2025 in the Ordinance is hereby abated in its entirety.

*Section 2. Filing of Ordinance.* Forthwith upon the adoption of this ordinance, the City Clerk shall file a certified copy hereof with the County Clerk of The County of Will, Illinois, and it shall be the duty of said County Clerk to abate said tax levied for the year 2025 in accordance with the provisions hereof.

*Section 3. Effective Date.* This Ordinance shall be in full force and effect forthwith upon its adoption.

PASSED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

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

\_\_\_\_\_  
Christine Vershay-Hall

APPROVED THIS 1<sup>st</sup> DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

STATE OF ILLINOIS       )  
   ) SS  
 COUNTY OF WILL        )

### FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Will, Illinois, and as such official I do further certify that on the \_\_\_\_ day of \_\_\_\_\_, 2025, there was filed in my office a duly certified copy of Ordinance No. \_\_\_\_\_ entitled:

ORDINANCE abating the tax hereto levied for the year 2025 to pay the principal of and interest on General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois.

(the “*Ordinance*”) duly adopted by the City Council of the City of Crest Hill, Will County, Illinois (the “*City*”), on the \_\_\_\_ day of \_\_\_\_\_, 2025, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the year 2025 for the payment of the City’s \$11,640,000 General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B, as described in the Ordinance will be abated in their entirety as provided in the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of said County this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
 County Clerk

[SEAL]

MINUTES OF THE WORK SESSION  
CITY COUNCIL OF CREST HILL  
WILL COUNTY, ILLINOIS  
November 10, 2025

The November 10, 2025, the City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

The following Council members were present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Angelo Deserio, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert (7:27p), Alderman Joe Kubal.

Also Present were: City Administrator Blaine Wing, Police Chief Ed Clark, Community & Economic Development Director Daniel Ritter, City Attorney Mike Stiff.

**MAYOR**

There were no agenda items.

**CLERK**

There were no agenda items.

**TREASURER**

There were no agenda items.

**ECONOMIC DEVELOPMENT DEPARTMENT**

1. **Cross Connection Backflow Prevention Ordinance**

Economic Development Director Dan Ritter introduced the Cross Connection Backflow Prevention Ordinance, explaining that this was implementing something that should have been done long ago to meet IEPA and EPA rules regarding backflow prevention. Director Ritter mentioned this project involves collaboration between the Building Department, which will focus on enforcement and permitting, and Public Works, which will handle inspections to ensure compliance with the regulations. Wyatt Mach from CCRA Professional Services, the City's contractor for this program, provided further details about the requirements, stating that backflow prevention devices are crucial for preventing contamination of the water supply during events like water main breaks and fires when negative pressure can cause water to flow backward. He noted that all municipalities are required to run cross connection programs according to Title 35, which includes annual tracking of backflow assemblies and surveying all water connections. He added that for commercial buildings, failing to have proper backflow prevention could cause serious health risks as devices like industrial pressure washers can push water back into the system, highlighting the importance of maintaining safe and compliant systems in both residential and commercial properties.

City Attorney Mike Stiff explained that they had reviewed ordinances from neighboring communities, particularly focusing on Mokena's ordinance. Mokena was considered to have a very thorough ordinance, which became the basis for Crest Hill's draft with tailored changes recommended by the Consultant, Building Department, and Public Works.

Wyatt clarified that the survey process involves sending notices with water bills asking customers to complete an online questionnaire about their water connections. This process includes basic questions and photos to confirm compliance, and any properties identified as problematic will be prioritized for in-depth review. He emphasized that while the EPA wants 100% of connections surveyed every three years, it is more realistic to focus on non-responders and those identified with potential issues in subsequent years.

There was discussion about whether residents had received surveys in the past, with several Council members indicating they had never seen such surveys. Alderwoman Gazal asked the City Administrator to look into when the last surveys were sent out, noting the importance of ensuring residents are informed and Administrator Wing agreed.

Wyatt explained that older homes often face common violations, such as the need for screw-on vacuum breakers, which are simple and cost-effective fixes. Conversely, newer homes might have issues related to irrigation systems installed without proper backflow prevention.

Alderman Jefferson requested information about the state statute requiring these devices, particularly for homes built after 2000-2005, to understand the City's legal position regarding enforcement costs that might fall on residents. The Council members agreed on the importance of putting the ordinance into place to comply with regulations and protect public health.

Mayor Soliman conducted an informal vote to adopt a Cross Connection and Backflow Prevention Ordinance.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Kubal.

NAYES: None.

ABSENT: Ald. Albert.

## **CITY ADMINISTRATOR**

### 1. Fiber Master Service Agreement

City Administrator Blaine Wing presented information about the Fiber Master Service Agreement. He explained that as the City began receiving requests from various fiber companies to install fiber throughout the City, he believed it would be prudent for the City to be proactive rather than just relying on the state's simple law. This would allow the City to place reasonable restrictions and make specific requests to vendors who want to operate in Crest Hill.

Administrator Wing noted that they had used a specialist firm to assist the City along with the City Attorneys. The first step was to update the ordinance and create a template master service agreement. Any final agreement would need to be negotiated with fiber vendors and brought back to Council for approval.

Administrator Wing shared that other communities have been able to negotiate with vendors to have City sites connected to fiber at either no cost for the initial years or at a reduced cost. As an example, he mentioned that the City currently spends more than \$8,000.00 per month on internet for its sites, and getting that reduced by half for five years would represent significant savings, in addition to increased bandwidth.

City Attorney Mike Stiff elaborated that this proactive approach was important because fiber companies and their lobby in Springfield had made changes to state laws that severely limit what municipalities can do regarding franchise agreements and permit fees. Having an agreement ready would give the City some benefits when companies apply for fiber installation.

Attorney Stiff explained there were two documents in the packet: a Master Licensing Agreement (MLA) that could be used as a template, and the City's current ordinance for construction in the right-of-way (12.28) with proposed updates. He noted that the MLA has been vetted and is similar to one that was signed in New Lenox. The ordinance updates included cleaning up references to positions that no longer exist, as well as adding a section on small wireless facilities.

Alderspersion Tina Oberlin pointed out some redundancy in the language on page 34 regarding projects "over \$250,000.00 or more." Attorney Stiff acknowledged this was an error that would be corrected. Alderspersion Oberlin also raised concerns about a section on page 36 that gave the Public Works Director authority to allow permittees to post a single bond for multiple sites, suggesting this was too much discretion. After discussion, it was agreed that this authority should rest with the City Administrator instead.

Alderman Jefferson asked how much of Crest Hill would be involved in the fiber optic. Administrator Wing confirmed that the fiber agreement would require companies to serve the entire City, not just select profitable areas, which would create competition against existing providers like Comcast and AT&T.

Mayor Soliman conducted an informal vote to provide directions to staff and the City Attorney to finalize the ordinance and master service agreement template for approval on the November 17, 2025, City Council meeting, with the changes discussed.

AYES: Ald. Kubal, Albert, Cipiti, Oberlin, Gazal, Jefferson, Deserio, Dyke.  
 NAYES: None.  
 ABSENT: None.

Mayor Soliman also conducted an informal vote for the changes to the right-of-way.

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson, Gazal.  
 NAYES: None.  
 ABSENT: None.

2. Assisted Listening Solutions

City Administrator Blaine Wing presented information on assisted listening solutions for the Council Chambers. He explained that the City was not currently compliant with the Americans with Disabilities Act (ADA) regarding audio accessibility. To remedy this, several solutions have been explored ranging from \$6,500.00 to \$10,000.00, including equipment and integration into the current audio system.

Administrator Wing noted that there were three options: a radio frequency (RF) solution (lowest cost), a Wi-Fi solution, and an infrared (IR) solution.

The vendors had indicated that the project would not be installed until January as they were booked through the end of the year.

Technical Consultant Stuart Soiffer explained the differences between the options. He noted that the RF solution operated on the 72-megahertz frequency dedicated for assisted listening but would require users to manually tune to the correct channel. The IR solution would automatically pair the receivers when someone entered the room, similar to systems used in movie theaters. Stuart recommended the IR solution as the simplest for both users and staff, while expressing concerns about potential latency issues with the Wi-Fi option.

There was discussion about coordinating this project with a future upgrade to the entire sound system. Administrator Wing confirmed that while there would be some economy of scale by having technicians do both installations at once, the ADA compliance issue needed to be addressed promptly.

Alderdwoman Gazal expressed concern about audio quality for TV broadcasts, and Stuart clarified that while this was a separate issue, overall improvements to the microphone system would help both in-room sound and broadcasts.

Mayor Soliman asked for an informal motion to proceed with the infrared (IR) assisted listening solution for the Council Chambers.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal.  
 NAYES: None.  
 ABSENT: None.

3. Request for Limited Staffing Authority

City Administrator Blaine Wing explained that in mid-October, he had voluntarily placed himself on a moratorium regarding certain personnel actions for full-time employees. These actions included hiring, appointments, promotions, demotions, compensation adjustments, and disciplinary actions at or above suspensions. He emphasized that this self-imposed pause was necessary due to significant concerns about his authority in managing personnel matters. Administrator Wing was now seeking restoration of his disciplinary authority to allow him to take urgent disciplinary actions up to but not including termination of employees. He explained that this was crucial for handling situations requiring immediate action, such as interpersonal conflicts between employees that might necessitate temporary separation to ensure a safe workplace.

Administrator Wing pointed out that his current authority was limited to issuing written reprimands, which would be inadequate in more pressing situations. He emphasized that he was not seeking to terminate employees without Council approval, but rather to have the ability to take necessary intermediate disciplinary steps. He then commented that he has encountered some disciplinary actions that have come up for employees and gave a theoretical example stating that if he has two employees from two different departments that are fighting, and their offices are next to each other he does not have the ability to temporarily do any administrative action such as suspension or administrative leave and he could only give a written reprimand without this authority. He then stated that it would not be wise if it happened on a Tuesday and had to wait until Monday to discuss it with the Council. He does feel that terminations need to be brought before the Council.

In addition to requesting disciplinary authority, Administrator Wing sought confirmation that he could hire temporary or seasonal employees for up to 90 days, as stipulated in the City's personnel policy manual. This request was particularly pertinent as the snow season was approaching, and the Public Works Department was experiencing staffing shortages with at least two vacancies.

Alderman Gazal inquired whether elected officials were covered under this revised authority, to which Administrator Wing confirmed they were not. She also wanted to make sure that the administrator would not be terminating any employee without going to the Council and was told that is correct.

Alderman Jefferson expressed his view that the Council should not be involved in the nitty-gritty of day-to-day disciplinary processes. He advocated for the City Administrator to have the necessary authority to manage routine personnel issues effectively and seamlessly.

Alderman Deserio mentioned that not even a month ago we removed these actions from the City Administrators authority, and he believed that we hired the administrator to run this City, and he should have that authority.

Alderman Jefferson also raised concerns about diversity in the seasonal workforce and the pathways for these employees to transition into permanent roles. Administrator Wing clarified that seasonal positions offered the most significant opportunity for diversity because they were exempt from the civil service process. However, he noted that for permanent positions, all employees, including those transitioning from temporary roles, would still have to go through the standard civil service examination process.

Administrator Wing reassured that hiring for seasonal positions, especially during the winter months, was designed to ensure a workforce reflective of the community. He also invited suggestions from Council members on prioritizing diversity in these roles, including recommendations on platforms for advertising job openings. Lastly, he reminded the Council about the looming challenges with upcoming civil service tests, expressing a commitment to publicizing them more broadly to reach a diverse applicant pool.

Mayor Soliman asked for an informal motion to reauthorize the City Administrator position to be able to demote and take disciplinary actions at or above suspensions and return to the City Administrator being bound by the personnel policy manual and union agreements. Also, the City Council understands that from time to time there is a need for temporary and seasonal employees and that the City Administrator has the authority to hire temporary and seasonal employees.

AYES: Ald. Kubal, Albert, Cipiti, Oberlin, Gazal, Jefferson, Deserio, Dyke.  
 NAYES: None.  
 ABSENT: None.

City Administrator Wing commented that he had an additional item that did not make the agenda due to multiple departments working on this project. We are looking to update several copy machines. In the past we have leased these machines and after running an analysis of both leases versus purchasing, it was stated that the cost of purchasing is \$20,000.00 less than leasing over a five-year period.

Administrator Wing stated if Council is okay, he would like to place this on the agenda for November 17, 2025. This would be for the Clerk, Finance, Police, and Administration Departments.

Mayor Soliman conducted an informal vote to place the copiers on the agenda for November 17, 2025.

AYES: Ald. Oberlin, Albert, Kubal, Dyke, Deserio, Jefferson, Gazal.  
 NAYES: None.  
 ABSTAIN/UNSURE: Ald. Cipiti.  
 ABSENT: None.

## **ENGINEERING DEPARTMENT**

There were no agenda items.

## **POLICE DEPARTMENT**

### 1. Request to Purchase a 2026 Ford Utility Interceptor

Police Chief Ed Clark presented a request to purchase a 2026 Ford Utility Interceptor for the Investigations Division, replacing a 9–11-year-old Ford Taurus sedan. The cost would be \$46,382, which was under the \$65,000 budgeted for the vehicle. He explained that less equipment would be needed than for a patrol vehicle, but existing equipment would be reused where possible.

When asked about the choice of an SUV versus another sedan, the Chief explained that the utility model was preferable for winter conditions, referencing the "snowmageddon" of 2011 when many squad cars were unable to operate effectively. He noted that the proposal was for a standard gasoline engine rather than a hybrid, which would save about \$2,600 upfront.

Alderman Dyke suggested that the hybrid model would pay for itself quickly through fuel savings, even for investigators who do not idle as much as patrol officers. After discussion, the Chief agreed to discuss this with the mechanics and consider the hybrid option.

Mayor Soliman conducted an informal vote to purchase a 2026 Ford Utility Interceptor, with the final decision between gas or hybrid version to be determined after consultation with mechanics.

AYES: Ald. Gazal, Jefferson, Deserio, Dyke, Kubal, Albert, Cipiti, Oberlin.

NAYES: None.

ABSENT: None.

### 2. Provide Direction to Staff on the Purchase of Urban SDK Licenses for the Comprehensive Collection of Speed, Volume Data, and Workflows for all City-Owned Streets within the Corporate Limits of Crest Hill

Police Chief Ed Clark presented information about Urban SDK, a company that collects speed and traffic data. He explained that the service pulls aggregated data from cellular devices to provide detailed information about traffic patterns, speeds, and volume throughout the City without having to conduct individual traffic studies.

Chief Clark noted this would be more effective than the City's current speed signs, which often cause drivers to change behavior when they see them. He explained that the data would help the Police Department target enforcement in high-speed areas and could be overlaid with crash data to improve safety. The service would also benefit the Engineering Department for traffic calming measures and future planning.

City Administrator Blaine Wing added that they currently spend significant amounts on individual traffic studies, whereas this service would provide continuous data throughout the year. He mentioned that five municipalities in Illinois are already using this service, which originated in Florida.

The proposal included options for one-year, two-year, or three-year agreements, with discounts for longer terms. When asked how the data was collected, Administrator Wing explained it uses aggregated, anonymized data from cell phone gyroscopes that are geo-located to specific streets.

Mayor Soliman conducted an informal vote to provide directions to staff on the purchase of Urban SDK licenses for the comprehensive collection of speed, volume data, and workflows for all City-owned streets within the corporate limits of Crest Hill.

It was recommended to go with the three-year agreement with Urban SDK for comprehensive collection of speed and volume data at \$16,290 billed annually (10% discount).

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal.

NAYES: None.

ABSENT: None.

## **PUBLIC WORKS DEPARTMENT**

### 1. Approval of Well 4 change order

City Administrator Blaine Wing, speaking for Public Works Interim Director Julius Hansen's absence, presented a change order for Well #4.

Administrator Wing explained that as the project was wrapping up, they discovered two components that had rusted out and needed replacement. The change order amount was \$6,780.00 for replacing a 6-inch diameter pipe with a flange. This should allow the well to be back in service within 2-3 weeks.

Mayor Soliman conducted an informal vote for the approval of change order for Well #4 costing \$6,780.00 to be paid to USG Water.

AYES: Ald. Kubal, Albert, Cipiti, Oberlin, Gazal, Jefferson, Deserio, Dyke.

NAYES: None.

ABSENT: None.

### 2. Approval of Final Payment to Williams Brothers for the East Water Reclamation Facility Phosphorus Removal Upgrade Contract 2-2021.

City Administrator Blaine Wing presented the final payment to William Brothers for the East Water Reclamation Facility phosphorus removal upgrade. This contract dated back to 2021, and the final payment amount was slightly over \$100,000.00. Administrator Wing noted that the City's Engineers from Strand Engineering had reviewed and recommended approval of this final payment.

Mayor Soliman conducted an informal vote to approve the final payment of \$100,988.53 to Williams Brothers for the East Plant phosphorus removal upgrade contract of 2021.

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson, Gazal.

NAYES: None.

ABSENT: None.

3. Tier 1 SCADA Project

City Administrator Blaine Wing presented information on repairs and updates needed for the SCADA (Supervisory Control and Data Acquisition) system at various well houses throughout the City. The project involved work at Well houses 1, 4, 7, 8, 9, 10, 11, and 12.

Administrator Wing explained that they had received bids from three vendors ranging from \$42,000.00 to \$140,000.00. The engineering estimate for the project was \$50,000.00, which had been budgeted. The two lowest bids were within \$5,000.00 of each other. Administrator Wing recommended awarding the contract to MJ Electric, the lowest qualified bidder, with a 5% contingency for a total not to exceed \$45,000.00.

He noted two special considerations: MJ Electric's proposal included an exception to using rigid galvanized conduits in chemical rooms where it might react with chemicals, and neither of the low bidders had indicated a completion schedule, which would need to be finalized.

Mayor Soliman conducted an informal vote for approval of Tier 1 SCADA project awarded to MJ Electric for expenditure not to exceed \$45,000.00.

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson, Gazal.

NAYES: None.

ABSENT: None.

4. Snow Removal Standard Operating Procedure

City Administrator Blaine Wing requested to pull this item from the agenda. He explained that there was confusion between the current operating procedure and the proposed one, both of which had "draft" labels.

Administrator Wing indicated he would work with the Public Works Director to create a clearer 1–2-page summary comparing the current procedure with the proposed changes. He noted that updates were needed to ensure compliance with federal laws and to protect employee safety and the safety of residents.

The Council agreed to pull this item for future consideration.

**PUBLIC COMMENTS**

No members of the public came forward to address the Council.

## EXECUTIVE SESSION

1. 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.

Alderman Oberlin made a motion to go into executive session for 5ILCS 120/2(c)(1). Seconded by Alderman Deserio. Roll Call: Ayes: Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. Nays: None. MOTION CARRIED.

Executive Session: 8:47 p.m.

Alderman Oberlin made a motion to reconvene from the executive session for 5ILCS120/2(c)(1). Seconded by Alderman Cipiti. Roll call: Ayes: Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke. Nays: None. MOTION CARRIED.

Reconvened: 9:09 p.m.

There being no further business before the Council, and no action needed from the executive sessions, the meeting is adjourned.

The meeting adjourned at 9:09 p.m.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.  
As presented \_\_\_\_\_  
As amended \_\_\_\_\_

\_\_\_\_\_  
CHRISTINE VERSHAY-HALL, CITY CLERK

\_\_\_\_\_  
RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE REGULAR MEETING  
CITY COUNCIL OF CREST HILL  
WILL COUNTY, ILLINOIS  
November 17, 2025

1. OPENING OF MEETING

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited in unison.

3. ROLL CALL

Roll call indicated the following present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Jamie Malloy, Alderman Scott Dyke, Alderman Angelo Deserio (via Phone), Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also present were: City Administrator Blaine Wing, Police Chief Ed Clark, Finance Director Glenn Gehrke, City Engineer Ron Wiedeman, Community & Economic Development Daniel Ritter, Consultant Ron Mentzer, City Attorney Mike Stiff.

Mayor Soliman stated that he received a text message from Alderman Deserio saying he was sick but would like to join the Council meeting remotely. Mayor Soliman asked if there were any objections and there were none.

Alderman Deserio joined the meeting remotely at 7:03 p.m., after Council established that he could clearly hear and be heard by all members.

4. CITIZEN/SPECIAL REQUEST/PUBLIC HEARINGS

There were no agenda items.

5. PUBLIC COMMENT FOR AGENDA ITEMS ONLY

No one approached the podium to make public comments on the agenda items.

6. CONSENT AGENDA:

Mayor Soliman asked if any of the Council members wished to have any items removed from the consent agenda for further discussion. Hearing none, Mayor Soliman proceeded with reading the consent agenda items:

A. Approve the Minutes from the Work Session Meeting Held on October 27, 2025.

B. Approve the Minutes from the Regular Meeting Held on November 3, 2025.

- C. Approve the Minutes from the Special Work Session Meeting Held on November 4, 2025.
- D. Approval of Pay Request #34 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$771,414.25.
- E. Approval to Purchase a 2026 Hybrid Ford Utility Interceptor for the Police Department in the Amount of \$49,043.00.
- F. Approve a Resolution Approving a Template Right-of-Way Use Agreement for Fiber Optic Network. **Resolution #1358**
- G. Approve an Ordinance Amending Title 13 (Water and Sewer), to Add Chapter 13.19 (Cross Connections and Backflow Protection), Sections 13.19.010-13.19.170 the Crest Hill City Code. **Ordinance #2038**
- H. Approval of a Change Order with USG Water for Well 4 in an Amount of \$6,780.00.
- I. Approval of Final Payment to Williams Brothers for the East Water Reclamation Facility Phosphorus Removal Upgrade Contract 2-2021 in the Amount of \$100,988.53.
- J. Approval of the Tier 1 SCADA Project Upgrades for Wells 1, 4,7,8, 9/12, 10 and 11 Awarded to MJ Electric not to Exceed an Amount of \$45,000.00.
- K. Approve the Listen Technologies IR Assistive Listening System (ALS) with ACP CreativIT in the amount of \$10,400.
- L. Authorize the purchase of Urban SDK Licenses for the comprehensive collection of Speed, Volume data, and Workflows for all City-owned streets within the corporate limits of Crest Hill for three (3) years for \$16,290 annually.
- M. Approval of the List of Bills Issued through November 30, 2025, in the Amount of \$593,185.55.
- N. Regular and Overtime Payroll from October 20, 2025, to November 2, 2025, in the Amount of \$271,779.19.

Mayor Soliman asked for a motion to approve the consent agenda items.

Alderperson Oberlin made a motion to approve the Consent Agenda. Seconded by Alderwoman Gazal. Roll Call: Ayes: Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. Nays: None. MOTION CARRIED.

City Clerk Christine Vershay-Hall provided the resolution and ordinance numbers:

- 6F: Resolution 1358
- 6G: Ordinance 2038

7. REPORTS & COMMUNICATIONS FROM DEPARTMENTS & ELECTED OFFICIALS

A. CITY ATTORNEY:

City Attorney Mike Stiff reported that he had no agenda items but was available for questions.

Alderwoman Gazal inquired about the petitioner referendum process, specifically about collecting signatures. Attorney Stiff clarified that the safest approach would be to have citizen groups collect petition signatures, though Council members could also collect signatures if they remained neutral on the issue and did not use City resources. Attorney Stiff emphasized that the City should not finance this effort beyond the research already conducted.

Attorney Stiff further explained that while December 15th is the deadline for filing with election officials, the City was hoping to have signatures collected by December 5th to allow time for a Council resolution supporting the referendum to go before a judge. If the current timeline proves too tight, the effort could be postponed to the November election instead of the upcoming March election.

Alderwoman Gazal expressed concern about the limited time available, especially with Thanksgiving approaching. Administrator Wing explained that staff cannot collect signatures - this must be done by resident groups or Council members working with neighbors. The required number of signatures is 340.

Alderman Oberlin questioned why we normally have the executive session item on our agenda in case it is needed, and it is not on this agenda. Administrator Wing commented that unless there is a specific executive session there is not a way to call an executive session. The Attorney General's office has advised against stating 'if needed' unless you state what is needed prior to going into executive session. As a body, you are no longer able to put that on your agenda as a place holder. Attorney Stiff stated that he would investigate this and advise the Council once he learns more on this topic.

B. CITY ADMINISTRATOR:

- C. Approval to Purchase 3 Copiers for the Police, Finance, and Clerk Departments in the Amount of \$19,950.47.

City Administrator Blaine Wing presented a request to purchase three copiers for the Police Department, Administration, and Clerk/Finance areas. Administrator Wing explained that the current lease is expiring, and one of the owned copiers was experiencing difficulties. He presented a detailed analysis showing it would be approximately \$18,000 cheaper to purchase the machines outright rather than lease them over a five-year period.

The request was for \$19,950.74 for the three machines, with maintenance to be handled separately.

Mayor Soliman asked for a motion.

Alderman Albert made a motion for Approval to Purchase 3 Copiers for the Police, Finance, and Clerk Departments in the Amount of \$19,950.47. Seconded by Alderman Oberlin. Roll Call: Ayes: Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio. Nays: None. MOTION CARRIED.

Administrator Wing also requested a straw poll from Council members to confirm their availability for Public Works Director candidate interviews on Tuesday, December 2nd, starting at 6:30 PM.

All Council members except Alderman Albert (who abstained) indicated they are available for that date and time.

AYES: Ald. Dyke, Deserio, Jefferson, Gazal, Oberlin, Cipiti, Kubal.

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

D. PUBLIC WORKS DEPARTMENT:  
There were no agenda items.

E. CITY ENGINEER:

City Engineer Ron Wiedeman provided updates on four ongoing projects:

1. **Hillcrest:** Water main completed along the west edge behind the strip mall. Services will be hooked up in the next couple of weeks, with patching completed, and the remaining south side work to be finished in spring.
2. **Inner Circle:** Final water main connection at Theodore completed that day. Road patching will be done in the next couple of weeks, with final concrete work and resurfacing to be completed in spring.
3. **Oakland Avenue:** The water main is operational with all, but five houses connected to the new main. The remaining connections require redrilling services from the back to the front of the homes, likely to be

completed in winter or early spring. The street will be patched for winter, with aprons, curbs, gutter, and street finishing to be done in spring.

4. **Theodore and Broadway lining project:** Final connections to water services on Theodore were made that day, with testing and pressurization scheduled for that week. Street patching and removal of traffic control on Theodore would begin the week after Thanksgiving, with work on Broadway from Theodore to Ludwig to follow.

In response to Alderman Albert's question about resident responses to the unknown water service line materials letters, City Administrator Wing reported that approximately twenty residents had responded so far, with some confirming they have copper pipes.

F. COMMUNITY DEVELOPMENT:

- G. Review of Concept Planned Unit Development (PUD) Plans for Proposed Seasons at Crest Hill Apartment Home Community.

Community & Economic Development Director Dan Ritter and Consultant Ron Mentzer presented a concept planned unit development (PUD) for the proposed Seasons at Crest Hill Apartment Home Community during the Crest Hill City Council meeting. Consultant Mentzer explained that the City's PUD process involves four steps, and the meeting marked step two, which involves presenting the concept plan for Council review and direction. The development is aimed at addressing a critical gap in Crest Hill's housing market for modern, amenity-rich rental options that can compete with surrounding communities.

Tony DeRosa, Chief Development Officer from Fiduciary Real Estate Development, delivered a comprehensive presentation on the proposed luxury apartment community. Tony DeRosa reported that the project would consist of 260 market-rate apartment homes spread across fourteen 2-story buildings. A notable feature would be the 5,400 square-foot clubhouse with an adjacent pool complex, enhancing the community's appeal. The complex would offer both attached and detached garages, catering to residents' needs for secure parking options.

Tony DeRosa highlighted that the project would use high-quality finishes, including fiber cement siding and brick accents, to ensure durability and aesthetic appeal. The proposed rents for the units would range from \$1,500 to \$2,700, targeting demographics such as young professionals, empty-nesters, and those in service industries.

According to Tony DeRosa, the project is vital as Crest Hill has not witnessed new apartment development in decades. The project aims

to fill a significant housing gap and support the local economy by attracting new residents, increasing consumer spending, and generating approximately \$900,000 annually in tax revenue, a substantial increase from the \$35,000 tax bill on the undeveloped property.

Furthermore, Tony DeRosa addressed concerns about the project's impact on schools. He estimated that only 10 to 14 school-aged children would reside for every 100 hundred units, which translates to just 26-36 students across all 260 units. This minimal increase would be absorbed by the local educational institutions, given the additional revenue from impact fees estimated to be around \$2,100,000.00.

The Council members queried various aspects of the planned development, particularly focusing on stormwater management. Tony DeRosa explained that the project would utilize existing infrastructure designed to support commercial properties with greater impervious surface areas than the proposal. This infrastructure is part of a regional stormwater management master plan, ensuring effective drainage. Council members also raised questions regarding road maintenance responsibilities, compliance with street width regulations per city codes, and the construction quality planned for the development.

The development team clarified that roadway maintenance within the community would be governed by existing agreements relevant to the Crest Hill Business Center and Equimax Plat of Subdivision. They also emphasized sustainability and resident well-being features planned for the community, such as energy-efficient appliances, use of native landscaping to reduce irrigation needs, and the inclusion of EV charging stations to support the adoption of electric vehicles.

Throughout the session, the Council expressed the necessity for a high-caliber development with substantial tax generation potential, highlighting the positive economic impact and strategic benefit as a housing addition to the City.

Following a well-considered presentation and thorough discussion, Mayor Soliman conducted a straw poll.

AYES: Ald. Gazal, Jefferson, Deserio, Dyke, Kubal, Albert, Cipiti, Oberlin.

NAYES: None.

ABSENT: None.

Mayor Soliman votes yes, as well.

The result was unanimous support from all Council members for the concept plan, allowing it to advance to the next phase of the PUD process, which involves public hearings and further detailed planning.

H. POLICE DEPARTMENT:

Police Chief Ed Clark reported that the department had completed their annual in-service training requirements, including use of force, control tactics, taser training, and high-risk traffic stops. All officers were properly trained and in compliance.

Alderman Dyke thanked Chief Clark for deciding to go with the Hybrid for the new Police car.

I. MAYOR'S REPORT:

Mayor Soliman had nothing to report.

J. CITY CLERK'S REPORT:

City Clerk Christine Vershay-Hall had nothing to report but wished everyone a Happy and Safe Thanksgiving.

K. CITY TREASURER'S REPORT:

City Treasurer Jamie Malloy had nothing to report but wished everyone a Happy Thanksgiving.

8. UNFINISHED BUSINESS:

There was no unfinished business.

9. NEW BUSINESS:

There was no new business.

10. COMMITTEE/LIAISON REPORTS:

Alderswoman Gazal reminded everyone that the Winterfest would be held at City Hall on December 6th, featuring parades, food, activities, lighting, and s'mores.

She also announced that the 2025 holiday decorating contest forms were available online, with judging to take place between December 10th and 13th, and winners to be announced on December 15th.

11. CITY COUNCIL COMMENTS:

Council members individually wished residents a Happy Thanksgiving and encouraged them to spend time with family.

Alderswoman Oberlin cautioned citizens about deep-frying turkeys and advising people to keep turkeys far from houses.

Alderswoman Gazal congratulated Paddy's on their 10-year anniversary.

12. PUBLIC COMMENT:  
No one approached the podium for public comment.
13. ADJOURNMENT:  
There being no further business before the Council, and no action needed from an executive session, a motion for adjournment was in order.

Alderman Dyke made a motion to adjourn at 8:34 P.M. Seconded by Alderman Jefferson. Roll Call: Ayes: Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Deserio, Jefferson. Nayes: None. MOTION CARRIED.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2025.  
As presented \_\_\_\_\_  
As amended \_\_\_\_\_

\_\_\_\_\_  
CHRISTINE VERSHAY-HALL, CITY CLERK

\_\_\_\_\_  
RAYMOND R. SOLIMAN, MAYOR



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	A Resolution for a Professional Services Agreement for Design Engineering Services for the Theodore Retaining Wall Replacement between Knapp and Barthelone by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd in the amount of \$39,690.00.

**Summary:** Staff would like to begin the design process for the replacement of the existing retaining walls along Theodore between Knapp and Barthelone. This is the last location where this is an existing retaining wall that still requires replacement. The existing retaining walls are in a state of disrepair. We will look at replacing the wall with a new modular retaining wall or shortening the length of the existing wall by grading the private property behind the wall.

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 CBBL to provide professional design services. These services will include the following:

- Data Collection and Review
- Geotechnical Investigations
- Utility Coordination
- Preparing and Receiving Required Permits for the project
- Preparation of structural Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- 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 the spring of 2025.

**Recommended Council Action:** A Resolution for a Professional Services Agreement for Design Engineering Services for the Theodore Retaining Wall Replacement between Knapp and Barthelone by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd in the amount of \$39,690.00

**Financial Impact:**

**Funding Source:** General Fund-Streets

**Budgeted Amount:** \$181,000.00

**Cost:** \$39,690.00

Total Budget amount spent to date including this design fee is \$162,620.00.

**Attachments:**

Resolution-Theodore Retaining Walls-Knapp-Barthelone

Exhibit A-Crest Hill Theodore Retaining Wall Replacement (Knapp-Barthelone).101025

Location Exhibit



Item F.

Survey Limits:  
South EOP Theodore  
Street to Faces of  
Homes

Existing  
Retaining Walls



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

October 10, 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 Design Services  
**Theodore Retaining Wall Replacement (Knapp-Barthelone)**  
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services related to the survey and preparation of design drawings for the Theodore Retaining Wall Replacement (Knapp-Barthelone) project. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

## **UNDERSTANDING OF THE ASSIGNMENT**

CBBEL understands that the City of Crest Hill wishes to replace two existing retaining walls located on the south side of Theodore Street between Knapp Drive and Barthelone Avenue. One of the existing retaining walls is approximately 65 feet long, and the other is approximately 25 feet long. Both walls are in a state of disrepair. We understand the City's intent is to remove the existing retaining walls and replace them with new precast modular block wall (e.g. Redi-Rock) or similar. The existing topography will also be evaluated to determine if the area behind either wall can be regraded to eliminate one or both walls altogether. As directed by the City, this proposal does not include work related to obtaining an IDOT permit (including preparation of IDOT-style ADA details) or easement acquisition, as the City will be handling those tasks as deemed to be necessary.

## **SCOPE OF SERVICES**

The following tasks will be included as part of our effort:

**Task 1 – Topographic Survey:** CBBEL will perform topographic survey of the retaining wall areas of the parkway along the south side of Theodore Street between Knapp Drive

and Barthelone Avenue (approx. 200 LF). The following scope items will be included in this task:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will observe CDMA Network control utilizing state of the art GPS equipment. Horizontal Datum will correlate with NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: We will establish a site benchmark for construction purposes, tied to the NAVD '88 Vertical Datum. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).
3. CBBEL will field locate all pavements, driveways, bike paths, curbs and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, crossroad culverts, etc. within the project limits.
4. CBBEL will field locate all trees of 6-inch caliper or greater within the survey limits (Tree Line only for heavily forested areas), and record tree size, location and elevation on survey.
5. 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.
6. CBBEL will survey cross sections along the project limits at 50' intervals, and at all other grade controlling features.
7. CBBEL will field-locate all above-ground utility infrastructure within the survey limits such as water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. For each structure we will identify size, type, rim, and invert elevations.
8. Office contouring of field data and one-foot contour intervals.
9. Drafting the Existing Conditions Plan base sheets at a scale of 1"=20' for use during design.

This task does not include JULIE Utility Coordination, Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway work.

**Task 2 – Geotechnical Investigation and CCDD Analysis:** CBBEL's subconsultant, Seeco Consultants, will drill one soil boring (15' depth) at the existing retaining wall. Seeco will prepare a geotechnical report summarizing its findings and the parameters to be used for the design of the retaining wall (soil pressures, friction coefficient, bearing capacity, etc).

Additionally, Seeco will perform a "Potentially Impacted Property" (PIP) evaluation and provide sampling and laboratory analyses for the completion of the LPC-663 form.

**Task 3 – 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. This task does not include coordination with utility companies, including submitting drawings for review and identifying any required relocations.

**Task 4 – Structural Plans, Specifications and Estimate:** CBBEL will prepare structural plans, technical specifications and cost estimates for the removal and replacement of the aforementioned retaining walls along Theodore Street. One wall is approximately 65' long with a maximum exposed height of approximately 3'. The other wall is approximately 25' long with a maximum exposed height of approximately 1'. Both existing walls are segmental block retaining walls, and it is anticipated that they will be replaced with a precast modular block wall. CBBEL will work with the City to select a wall facing to give the walls an aesthetically pleasing appearance. CBBEL will also evaluate the existing topography to determine if the area behind either wall can be regraded to eliminate one or both walls.

Plans will include miscellaneous restoration details (sidewalk, curb, pavement, restoration, etc) and IDOT standard traffic control details as needed to complete the work. IDOT-style ADA details and cross sections will not be prepared as part of this task.

**Task 5 – Preparation of Contract Bidding Documents:** CBBEL will prepare contract bidding documents to facilitate public bidding of the project by the City. In addition to the plan sheets prepared as part of Task 4, CBBEL will prepare sheets necessary to publicly bid the work as an independent project, including cover sheet, general notes, summary of quantities and alignment/ties/benchmarks. CBBEL will also prepare front-end contract documents to facilitate bidding. CBBEL will provide final reproducible drawings and specifications to be issued electronically to prospective bidders.

**Task 6 – Bidding Assistance:** CBBEL will attend the bid opening, tabulate the bids and make recommendations to the Village, prepare contracts for the successful bidder, and attend the preconstruction meeting.

This task also includes making minor revisions to contract documents subsequent to the bid to incorporate addenda and address any post-bid review comments from IDOT and review agencies.

**Task 7 – Meetings, Coordination and Management:** This task includes general project coordination, administration, and management. We anticipate that the above tasks will require up to one (1) virtual meetings with City staff to review project designs and maintain project momentum.

### ESTIMATE OF FEE

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

Task	Fee
Task 1 – Topographic Survey	\$ 5,325
Task 2 – Geotechnical Investigation and CCDD Analysis	\$ 5,000
Task 3 – JULIE Utility Survey	\$ 2,610
Task 4 – Structural Plans, Specifications and Estimate	\$ 12,660
Task 5 – Preparation of Contract Bidding Documents	\$ 7,080
Task 6 – Bidding Assistance	\$ 3,880
Task 7 – Meetings, Coordination and Management	\$ 3,135
Direct Costs	\$ 250

**TOTAL NOT-TO-EXCEED FEE: \$ 39,690**

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 General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and 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 THE 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

N:\PROPOSALS\ADMIN\Crest Hill GT&C updated 121222.docx

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN  
ENGINEERING SERVICES FOR THE THEODORE RETAINING WALL  
REPLACEMENT BETWEEN KNAPP AND BARTHELONE BY AND BETWEEN THE  
CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND CHRISTOPHER B. BURKE  
ENGINEERING, LTD IN THE AMOUNT OF \$39,690.00**

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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 design engineering services, including preparation of final plans and bid documents, 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 A the Theodore retaining Wall Replacement Between Knapp and Barthelone (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 preamble 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 \$39,690.00 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 1ST DAY DECEMBER, 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 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# EXHIBIT A





## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving a professional service agreement for the WY2025 Water audits and non-Revenue Water Reduction Consultation by and between the city of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an amount of \$29,000.00.

**Summary:** Part of the approved Lake Michigan Water Allocation yearly the City must complete a water audit and submit it to the Illinois Department of Natural Resources. Engineering Enterprises, Inc. is a partner with us for the ongoing Grand Prairie Water Commission and has submitted a proposal to provide these services as described in their attached scope of work.

This work must be completed and submitted to the IDNR by January 2026, to keep the City of Crest Hill on track for the new water supply.

**Recommended Council Action:** Resolution approving a professional service agreement for the WY2025 Water audits and non-Revenue Water Reduction Consultation by and between the city of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an amount of \$29,000.00.

### Financial Impact:

**Funding Source:** Water Fund (07-06-5331)

**Budgeted Amount:** \$50,000.00

**Cost:** \$29,000.00

### Attachments:

RESOLUTION-Water Audit 2025-EEI

Exhibit A-CRH2501-WY2025WaterAudit-PSA+Letter

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT FOR THE  
WY2025 WATER AUDIT AND NON-REVENUE WATER REDUCTION  
CONSULTATION BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,  
ILLINOIS AND ENGINEERING ENTERPRISES, INC. FOR A COST OF \$29,000.00**

---

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, Engineering Enterprises, Inc. (the "COMPANY"), is an entity that is in the business of providing audit of City Water usage 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 WY2025 Water Audits and Non-Revenue Water Reduction Consultation (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 preamble 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 \$29,000.00 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 1ST DAY DECEMBER, 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 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# EXHIBIT A



52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

October 22, 2025

Mr. Ronald J. Wiedman, PE  
City Engineer  
City of Crest Hill  
20600 City Center Blvd.  
Crest Hill, IL 60410

**Re: *Water Audit and Non-Revenue Water Reduction Consultation  
City of Crest Hill, IL***

Dear Mr. Wiedman:

Enclosed for your review and consideration is our proposed agreement for Professional Engineering Services for the Water Audit and Non-Revenue Water Reduction Consultation project. Our proposed work items and costs are summarized in the attached Scope of Services and Estimate of Level of Effort and Associated Cost. Also enclosed is the proposed project schedule. We propose to provide our professional engineering services to complete the scope of work on an hourly basis in an approximate amount of \$29,000.

We look forward to working with you and members of your staff on this project. If you have any questions or require any additional information, please do not hesitate to contact us.

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

Michele L. Piotrowski, P.E., LEED AP  
Vice President

Enclosures

pc: JWF, DMT, ARS, TGH – EEI

G:\Public\Crest Hill\2025\CRH2501 Water Audit and NRW Reduction Consultation\PSA\cover01.docx

**Water Audit and  
Non-Revenue Water Reduction Consultation  
City of Crest Hill  
Professional Services Agreement**

THIS AGREEMENT, by and between the City of Crest Hill, hereinafter referred to as the "City" or "OWNER" and Engineering Enterprises, Inc. hereinafter referred to as the "Contractor" or "ENGINEER" agrees as follows:

**A. Services:**

The Engineer shall furnish the necessary personnel, materials, equipment, and expertise to make the necessary investigations, analysis, and calculations along with exhibits, cost estimates, and narrative, to complete all necessary engineering services to the City as indicated on the included Attachment B. Services to be provided include professional engineering services for the completion of the water audit and Water System Improvement Plan as well as on-going non-revenue water reduction consultation.

**B. Term:**

Services will be provided beginning on the date of execution of this agreement and continuing, until terminated by either party upon 7 days written notice to the non-terminating party or upon completion of the Services. Upon termination the ENGINEER shall be compensated for all work performed for the City prior to termination.

**C. Compensation and maximum amounts due to ENGINEER:**

Contractor shall receive as compensation for all work and services to be performed herein an amount based on the Estimate of Level of Effort and Associated Cost included in Attachment C. The total contract amount shall be paid for on an hourly basis in the estimated amount of \$29,000. The hourly rates for this project are shown in the attached 2025 Standard Schedule of Charges (Attachment E). All payments will be made according to the Illinois State Prompt Payment Act and not less than once every thirty days.

**D. Changes in Rates of Compensation:**

In the event that this contract is designated in Section B hereof as an Ongoing Contract, ENGINEER, on or before February 1st of any given year, shall provide written notice of any change in the rates specified in Section C hereof (or on any attachments hereto) and said changes shall only be effective on and after May 1st of that same year.

**E. Ownership of Records and Documents:**

ENGINEER agrees that all books and records and other recorded information developed specifically in connection with this agreement shall remain the property of the City. ENGINEER agrees to keep such information confidential and not to disclose or disseminate



the information to third parties without the consent of the City. This confidentiality shall not apply to material or information, which would otherwise be subject to public disclosure through the freedom of information act or if already previously disclosed by a third party. Upon termination of this agreement, ENGINEER agrees to return all such materials to the City. The City agrees not to modify any original documents produced by ENGINEER without contractors consent. Modifications of any signed duplicate original document not authorized by ENGINEER will be at OWNER's sole risk and without legal liability to the ENGINEER. Use of any incomplete, unsigned document will, likewise, be at the OWNER's sole risk and without legal liability to the ENGINEER.

#### **F. Governing Law:**

This contract shall be governed and construed in accordance with the laws of the State of Illinois. Venue shall be in Will County, Illinois.

#### **G. Independent Contractor:**

ENGINEER shall have sole control over the manner and means of providing the work and services performed under this agreement. The City's relationship to the ENGINEER under this agreement shall be that of an independent contractor. ENGINEER will not be considered an employee to the City for any purpose.

#### **H. Certifications:**

**Employment Status:** The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

**Anti-Bribery :** The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) - (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

**Loan Default:** If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of \$600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

**Felony Certification:** The Contractor certifies that it is not barred pursuant to 30 Illinois Compiled Statutes 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

**Barred from Contracting :** The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 Illinois Compiled Statutes 5/33E or similar law of another state.

**Drug Free Workplace:** The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees



certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

**Non-Discrimination, Certification, and Equal Employment Opportunity :** The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract.

**International Boycott:** The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act (30 ILCS 582).

**Record Retention and Audits:** If 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.

**United States Resident Certification:** (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she is a: ☒ United States Citizen ☐ Resident Alien ☐ Non-Resident Alien The Internal Revenue Service requires that taxes be withheld on payments made to non resident aliens for the performance of personal services at the rate of 30%.

**Tax Payer Certification :** Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is (provided separately) and is doing business as a (check one): ☐ Individual ☐ Real Estate Agent ☐ Sole Proprietorship ☐ Government Entity ☐ Partnership ☐ Tax Exempt Organization (IRC 501(a) only) ☒ Corporation ☐ Not for Profit Corporation ☐ Trust or Estate ☐ Medical and Health Care Services Provider Corp.



**I. Indemnification:**

ENGINEER shall indemnify and hold harmless the City and City's agents, servants, and employees against all loss, damage, and expense which it may sustain or for which it will become liable on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under this agreement by ENGINEER or its Subcontractors, or due to or arising in any manner from the wrongful act or negligence of ENGINEER or its Subcontractors of any employee of any of them. In the event that the either party shall bring any suit, cause of action or counterclaim against the other party, the non-prevailing party shall pay to the prevailing party the cost and expenses incurred to answer and/or defend such action, including reasonable attorney fees and court costs. In no event shall the either party indemnify any other party for the consequences of that party's negligence, including failure to follow the ENGINEER's recommendations.

**J. Insurance:**

The ENGINEER agrees that it has either attached a copy of all required insurance certificates or that said insurance is not required due to the nature and extent of the types of services rendered hereunder. (Not applicable as having been previously supplied)

**K. Additional Terms or Modification:**

The terms of this agreement shall be further modified as provided on the attachments. Except for those terms included on the attachments, no additional terms are included as a part of this agreement. All prior understandings and agreements between the parties are merged into this agreement, and this agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. In the event that any provisions of this agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties. The list of attachments are as follows:

- Attachment A:** Standard Terms and Conditions
- Attachment B:** Scope of Services
- Attachment C:** Estimated Level of Effort and Associated Cost
- Attachment D:** Anticipated Project Schedule
- Attachment E:** 2025 Standard Schedule of Charges



**L. Notices:**

All notices required to be given under the terms of this agreement shall be given mail, addressed to the parties as follows:

For the City:

Blaine Wing, City Administrator  
City of Crest Hill  
20600 City Center Blvd.  
Crest Hill, IL 60403

For the ENGINEER:

Engineering Enterprises, Inc.  
52 Wheeler Road  
Sugar Grove Illinois 60554

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

City of Crest Hill:

Engineering Enterprises, Inc.:

\_\_\_\_\_  
Blaine Wing  
City Administrator

*Michele L. Piotrowski*  
\_\_\_\_\_  
Michele Piotrowski, PE, LEED AP  
Vice President

\_\_\_\_\_  
Christine Vershay-Hall  
City Clerk

*Angie R. Smith*  
\_\_\_\_\_  
Angie R. Smith  
Executive Assistant / Marketing Manager



# STANDARD TERMS AND CONDITIONS

## Attachment A

**Agreement:** These Standard Terms and Conditions, together with the Professional Services Agreement, constitute the entire integrated agreement between the OWNER and Engineering Enterprises, Inc. (EEI) (hereinafter "Agreement"), and take precedence over any other provisions between the Parties. These terms may be amended, but only if both parties consent in writing.

**Standard of Care:** In providing services under this Agreement, the ENGINEER will endeavor to perform in a matter consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under same circumstances in the same locality. ENGINEER makes no other warranties, express or implied, written or oral under this Agreement or otherwise, in connection with ENGINEER'S service.

**Construction Engineering and Inspection:** The ENGINEER shall not supervise, direct, control, or have authority over any contractor work, nor have authority over or be responsible for the means, methods, techniques sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety of the site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

The ENGINEER neither guarantees the performance of any contractor nor assumes responsibility for contractor's failure to furnish and perform the work in accordance with the contract documents.

The ENGINEER is not responsible for the acts or omissions of any contractor, subcontractor, or supplies, or any of their agents or employees or any other person at the site or otherwise furnishing or performing any work.

Shop drawing and submittal review by the ENGINEER shall apply to only the items in the submissions and only for the purpose of assessing if upon installation or incorporation in the project work they are generally consistent with the construction documents. OWNER agrees that the contractor is solely responsible for the submissions and for compliance with the construction documents. OWNER further agrees that the ENGINEER'S review and action in relation to these submissions shall not constitute the provision of means, methods, techniques, sequencing or procedures of construction or extend or safety programs or precautions. The ENGINEER'S consideration of a component does not constitute acceptance of the assembled items.

The ENGINEER'S site observation during construction shall be at the times agreed upon in the Project Scope. Through standard, reasonable means the ENGINEER will become generally familiar with observable completed work. If the ENGINEER observes completed work that is inconsistent with the construction documents, that information shall be communicated to the contractor and OWNER for them to address.

**Opinion of Probable Construction Costs:** ENGINEER'S opinion of probable construction costs represents ENGINEER'S best and reasonable judgment as a professional engineer. OWNER acknowledges that ENGINEER has no control over construction costs of contractor's methods of determining pricing, or over competitive bidding by contractors, or of market conditions or changes thereto. ENGINEER cannot and does not guarantee that proposals, bids or actual construction costs will not vary from ENGINEER'S opinion of probable construction costs.

**Copies of Documents & Electronic Compatibility:** Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. When transferring documents in electronic media format, ENGINEER makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of the project.

**Changed Conditions:** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the ENGINEER are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the ENGINEER may call for renegotiation of appropriate portions of this Agreement. The ENGINEER shall notify the OWNER of the changed conditions necessitating renegotiation, and the ENGINEER and the OWNER shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the termination provision hereof.

**Hazardous Conditions:** OWNER represents to ENGINEER that to the best of its knowledge no Hazardous Conditions (environmental or otherwise) exist on the project site. If a Hazardous Condition is encountered or alleged, ENGINEER shall have the obligation to notify OWNER and, to the extent of applicable Laws and Regulations, appropriate governmental officials. It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a Hazardous Condition. In the event ENGINEER or any other party encounters a Hazardous Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the project affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Condition; and (ii) warrants that the project site is in full compliance with applicable Laws and Regulations.

**Consequential Damages:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ENGINEER, their respective officers, directors, partners, employees, contractors, or subcontractors shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the OWNER and the



ENGINEER shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

**Termination:** This Agreement may be terminated for convenience, without cause, upon fourteen (14) days written notice of either party. In the event of termination, the ENGINEER shall prepare a final invoice and be due compensation as set forth in the Professional Services Agreement for all costs incurred through the date of termination.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for the following reasons:

- (a) Substantial failure by the other party to comply with or perform in accordance with the terms of the Agreement and through no fault of the terminating party;
- (b) Assignment of the Agreement or transfer of the project without the prior written consent of the other party;
- (c) Suspension of the project or the ENGINEER'S services by the OWNER for a period of greater than ninety (90) calendar days, consecutive or in the aggregate.
- (d) Material changes in the conditions under which this Agreement was entered into, the scope of services or the nature of the project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

**Payment of Invoices:** Invoices are due and payable within 30 days of receipt unless otherwise agreed to in writing.

**Third Party Beneficiaries:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or the ENGINEER. The ENGINEER'S services under this Agreement are being performed solely and exclusively for the OWNER'S benefit, and no other party or entity shall have any claim against the ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. The OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, vendors and other entities involved in this Project to carry out the intent of this provision.

**Force Majeure:** Each Party shall be excused from the performance of its obligations under this Agreement to the extent that such performance is prevented by force majeure (defined below) and the nonperforming party promptly provides notice of such prevention to the other party. Such excuse shall be continued so long as the condition constituting force majeure continues. The party affected by such force majeure also shall notify the other party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of this Agreement, "force majeure" shall include conditions beyond the control of the parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.

**Additional Terms or Modification:** All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by both parties. In the event that any provisions of this Agreement shall be held to be invalid or unenforceable, the remaining provisions shall be valid and binding on the parties.

**Assignment:** Neither party to this Agreement shall transfer or assign any rights or duties under or interest in this Agreement without the prior written consent of the other party. Subcontracting normally contemplated by the ENGINEER shall not be considered an assignment for purposes of this Agreement.

**Waiver:** A party's waiver of, or the failure or delay in enforcing any provision of this Agreement shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**Attorney's Fees:** In the event of any action or proceeding brought by either party against the other under this Agreement, the prevailing party shall be entitled to recover from the other all costs and expenses including without limitation the reasonable fees of its attorneys in such action or proceeding, including costs of appeal, if any, in such amount as the Court may adjudge reasonable.

**Fiduciary Duty:** Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed to either party to the other party. EEI makes no warranty, express or implied, as to its professional services rendered.

**Headings:** The headings used in this Agreement are inserted only as a matter of convenience only, and in no way define, limit, enlarge, modify, explain or define the text thereof nor affect the construction or interpretation of this Agreement.



**Water Audit and Non-Revenue Water Reduction Consultation  
City of Crest Hill, IL  
Professional Services Agreement - Design Engineering**

**Attachment B – Scope of Services**

**BACKGROUND**

The primary source of drinking water for the City of Crest Hill is groundwater, but it anticipates migrating to Lake Michigan water via the Grand Prairie Commission in the future. In 2023, the City received a Lake Michigan Allocation permit from Illinois Department of Natural Resources (IDNR). Consistent with the IDNR reporting requirements, Engineering Enterprises, Inc. (EEI) proposes to provide the professional consulting and engineering services to assist the City in completing the annual water audit and associated LMO2 form as well as Water System Improvement Plan. A listing of the activities and items to be covered and/or provided is as follows:

**SCOPE OF SERVICES**

Engineering Enterprises, Inc. (EEI) will provide the necessary professional consulting and engineering services prepare the water audit based on the AWWA M36 Manual, prepare the updated WSIP, and then perform on-going NRW reduction tasks and consultation as needed. Below outlines the professional consulting and engineering services to assist the City in completing these work items:

**WATER AUDIT AND LMO2 PREPARATION**

- 1 Prepare and coordinate the RFI
- 2 Meet with the City to review data questions
- 3 Perform lag-time corrections for Volume from Own Sources
- 4 Perform lag-time corrections for Billed Metered water
- 5 Complete AWWA based water audit form with comments
- 6 Prepare summary graphs for NRW components
- 7 Update historical table/graph to view trends
- 8 On-going coordination with City to refine data
- 9 Meet with City to review the completed water audit
- 10 Complete the LMO-2

**WATER SYSTEM IMPROVEMENT PLAN**

- 11 Prepare Water Main Replacement Tables
- 12 Prepare Water Main Replacement Exhibits
- 13 Coordination with City to refine NRW reduction plan
- 14 Prepare Water System Improvement Plan (WSIP)
- 15 Meet with City to review the completed WSIP
- 16 Submittal to IDNR for the Lake Michigan Allocation

**ON-GOING NON-REVENUE WATER REDUCTION EFFORTS**

- 17 Water Loss Task Force Meeting (As Necessary)
- 18 On-going NRW reduction monitoring/analysis/response to questions

**NOTES:**

1. The following work items are excluded from the project scope of this study:
  - a. Additional meetings beyond the meetings identified within the base scope of services



- b. Attendance at Board or Committee meeting
- c. Meter testing and/or analysis
- d. Water main break analysis and in-depth review of water main lengths
- e. Rectifying observed data discrepancies – EEI will identify discrepancies for the City to resolve.
- f. Level I Data Validation

The submittal to IDNR is typically due the first or second week of January 2026. Timely receipt of items outlined in the Request for Information (RFI) is critical.

The above scope summarizes the work items that will be completed for this contract. All work items are not known at this time and will only be completed upon direction from City staff when necessary. Additional work items, shall be considered outside the scope of the base contract and will be billed in accordance with the Standard Schedule of Charges (Attachment E).



**ATTACHMENT C: ESTIMATE OF LEVEL OF EFFORT AND ASSOCIATED COST  
PROFESSIONAL ENGINEERING SERVICES**

CLIENT				PROJECT NUMBER			
City of Crest Hill				CRH2501			
PROJECT TITLE				DATE		PREPARED BY	
Water Audit and Non-Revenue Water Reduction Consultation				10/22/25		MLP	

TASK NO.	TASK DESCRIPTION	ROLE	CM	PM	PE	SPM	SPS II	ST	ADMIN	HOURS	COST
		PERSON		MLP	JN/SNS			MJT			
		RATE	\$218	\$251	\$175	\$243	\$208	\$146	\$75		
WATER AUDIT AND LMO2 PREPARATION											
1	Prepare and coordinate the RFI			2	4					6	\$ 1,202
2	Meet with the City to review data questions			4	4					8	\$ 1,704
3	Perform lag-time corrections for Volume from Own Sources			2	6					8	\$ 1,552
4	Perform lag-time corrections for Billed Metered water			2	6					8	\$ 1,552
5	Complete AWWA based water audit form with comments			2	4					6	\$ 1,202
6	Prepare summary graphs for NRW components			1	4					5	\$ 951
7	Update historical table/graph to view trends			1	4					5	\$ 951
8	On-going coordination with City to refine data			1	4					5	\$ 951
9	Meet with City to review the completed water audit			4	4					8	\$ 1,704
10	Complete LMO-2			1	4					5	\$ 951
Water Audit and LMO2 Preparation Subtotal:			-	20	44	-	-	-	-	64	\$ 12,720
WATER SYSTEM IMPROVEMENT PLAN PREPARATION											
11	Prepare Water Main Replacement Tables			2	6					8	\$ 1,552
12	Prepare Water Main Replacement Exhibits			2	6			4		12	\$ 2,136
13	On-going coordination with City to refine NRW reduction plan			2	8					10	\$ 1,902
14	Prepare Water System Improvement Plan (WSIP)			2	8					10	\$ 1,902
15	Meet with City to review the completed WSIP			4	6					10	\$ 2,054
16	Submittal to IDNR for the Lake Michigan Allocation			4	8					12	\$ 2,404
Water System Improvement Plan Preparation Subtotal:			-	16	42	-	-	4	-	62	\$ 11,950
ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION											
17	On-going NRW Coordination with IDNR			6	6					12	\$ 2,556
18	On-going NRW reduction monitoring/analysis/response to questions			4	4					8	\$ 1,704
On-Going NRW Reduction Consultation Subtotal:			-	10	10	-	-	-	-	20	\$ 4,260
PROJECT TOTAL:			-	46	96	-	-	4	-	146	28,930

**EEI STAFF**

MLP Michele L. Piotrowski, PE, LEED AP  
 JN Jeniece Neville, EI  
 SNS Sydney Shaffer, EI  
 TBD To Be Determined

**DIRECT EXPENSES**

Printing/Scanning = \$ 50  
 Mileage = \$ 50

**DIRECT EXPENSES = \$ 100**

**LABOR SUMMARY**

EEI Labor Expenses = \$ 28,930  
**TOTAL LABOR EXPENSES \$ 28,930**

**TOTAL COSTS \$ 29,030**



## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT							PROJECT NUMBER				
City of Crest Hill							CRH2501				
PROJECT TITLE							DATE		PREPARED BY		
Water Audit and Non-Revenue Water Reduction Consultation							10/22/25		MLP		

TASK NO.	TASK DESCRIPTION													
		2025			2026									
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	

**WATER AUDIT AND LMO2 PREPARATION**

1	Prepare and coordinate the RFI													
2	Meet with the City to review data questions													
3	Perform lag-time corrections for Volume from Own Sources													
4	Perform lag-time corrections for Billed Metered water													
5	Complete AWWA based water audit form with comments													
6	Prepare summary graphs for NRW components													
7	Update historical table/graph to view trends													
8	On-going coordination with City to refine data													
9	Meet with City to review the completed water audit													
10	Complete the LMO-2													

**WATER SYSTEM IMPROVEMENT PLAN PREPARATION**

11	Prepare Water Main Replacement Tables													
12	Prepare Water Main Replacement Exhibits													
13	Coordination with City to refine NRW reduction plan													
14	Prepare WSIP													
15	Meet with City to review the completed WSIP													
16	Submittal to IDNR for the Lake Michigan Allocation													

**ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION**

17	On-going NRW Coordination with IDNR													
18	On-going NRW reduction monitoring/analysis/response to questions													





# ENGINEERING ENTERPRISES, INC.

52 Wheeler Road, Sugar Grove, IL 60554  
Ph: 630.466.6700 • Fx: 630.466.6701  
www.eeiweb.com

Item G.

## ATTACHMENT E - STANDARD SCHEDULE OF CHARGES ~ JANUARY 1, 2025

EMPLOYEE DESIGNATION	CLASSIFICATION	HOURLY RATE
Senior Principal	E-4	\$256.00
Principal	E-3	\$251.00
Senior Project Manager	E-2	\$243.00
Project Manager	E-1	\$218.00
Senior Project Engineer/Surveyor II	P-6	\$208.00
Senior Project Engineer/Surveyor I	P-5	\$193.00
Project Engineer/Surveyor	P-4	\$175.00
Senior Engineer/Surveyor	P-3	\$161.00
Engineer/Surveyor	P-2	\$146.00
Associate Engineer/Surveyor	P-1	\$132.00
Senior Project Technician II	T-6	\$182.00
Senior Project Technician I	T-5	\$171.00
Project Technician	T-4	\$159.00
Senior Technician	T-3	\$146.00
Technician	T-2	\$132.00
Associate Technician	T-1	\$115.00
Engineering/Land Surveying Intern	I-1	\$ 85.00
Director of Marketing and Business Development	M-4	\$135.00
Marketing Coordinator	M-2	\$100.00
Executive Administrative Assistant	A-4	\$ 80.00
Administrative Assistant	A-3	\$ 75.00

### VEHICLES. DRONE, EXPERT TESTIMONY, REPROGRAPHICS AND DIRECT COSTS\*

Vehicle for Construction Observation		\$ 20.00
Unmanned Aircraft System / Unmanned Aerial Vehicle / Drone		\$235.00
Expert Testimony		\$290.00
In-House Scanning and Reproduction	\$0.25/Sq. Ft. (Black & White)	
	\$1.00/Sq. Ft. (Color)	
Reimbursable Expenses (Direct Costs)	Cost	
Services by Others (Direct Costs)	Cost + 10%	

\* unless specified otherwise in agreement



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving an Agreement for the installation of a maintenance access rd. adjacent to the E.J. E Railroad property from the city property located at Oakland/ Caton Farm Rd to the City's Existing diversion structure by and Between the City of Crest Hill, Will County, Illinois and John R Russ and Company Inc. for an amount of \$28,001.00.

### Summary:

The city solicited quotes from 3 contractors and two provided quotes for the installation of a maintenance access road along an easement granted to the city to repair and maintain our main line (trunk) sanitary sewer.

Over the years the city has not kept up with the maintenance of the existing sanitary sewer easement so that access can be maintained. Large trees and heavy brush have grown over the entire length of this easement which prohibited access for the installation of this new power supply for the existing diversion structure and to make repairs to this line due to repairs identified as part of the sanitary sewer televising contract.

The existing diversion structure is scheduled to have work completed on it as part of the GPWC receiving station contract, bidding in March of 2026. The diversion structure is in place to give the city the ability to control the flow of sanitary to the east and west sewer plants. The existing power supply which runs under the E.J. & E railroad property is damaged and has been turned off. To repair a new power supply along with some required maintenance work to this structure needs to be done since it has not been operating for a few years.

ComEd was contacted a few years ago to see if they would be able to provide power from Caton Farm Rd, but to have this done ComEd would need to have ownership of all the property required to supply power to this diversion structure. After months of coordination with ComEd it was determined that the cost to acquire the property to supply power to this location was significant and ComEd told the city that they would need to find another way to supply power.

After discussion with Strand, it was decided by staff that we would run a new power supply from our new receiving station located at Caton Farm Rd and Oakland along an existing sanitary sewer easement that runs adjacent to the E.J. & E RR property.

Therefore, to create access to our main line sewer line and diversion structure staff included dollars in the budget to clear the easement and construct a temporary access road.

As of now PW had the trees cleared for a cost of \$19k and once temporary access road is constructed PW will need to maintain this access so any future maintenance or repairs can be made.

### Results

- |                             |             |
|-----------------------------|-------------|
| 1. John R Russ Company      | \$28,001.00 |
| 2. P. T .Ferro Construction | \$28,127.50 |

I have reviewed the quotes and found them to be correct and in order, and we feel that the bids do reflect the market as it exists today.

### **Recommended Council Action:**

Resolution approving an Agreement for the installation of a maintenance access rd. adjacent to the E.J. E Railroad property from the city property located at Oakland/ Caton Farm Rd to the City's Existing diversion structure by and Between the City of Crest Hill, Will County, Illinois and John R Russ and Company Inc. for an amount of \$28,001.00.

### **Financial Impact:**

**Funding Source:** Sewer Fund

**Budgeted Amount:** \$372,000.00

**Cost:** \$28,001.00

Total 2026 budget amount obligated to the Sewer Fund Account to date including this work: \$258,653.00

### **Attachments:**

Resolution-Sanitary Access Road-EJ&E RR

Exhibit A-John Russ

Exhibit 1

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING AN AGREEMENT FOR THE INSTALLATION OF A  
MAINTENANCE ACCESS RD. ADJACENT TO THE E. J. & E PROPERTY FROM THE  
CITY’S PROPERTY LOCATED AT OAKLAND/CATON FARM RD. TO THE  
EXISTING DIVERSION STRUCTURE BY AND BETWEEN THE CITY OF CREST  
HILL, WILL COUNTY, ILLINOIS AND JOHN RUSS R COMPANY. FOR AN AMOUNT  
OF \$28,001.00**

---

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, John R Russ Company. (the “COMPANY”), is an entity that is in the business of providing Construction services, (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 an agreement for the installation of a maintenance access rd. adjacent to the e. j. & e property from the city’s property located at Oakland/Caton farm Rd. to the existing diversion structure (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 preamble 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 \$28,001.00 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 1ST DAY DECEMBER, 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 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# EXHIBIT A

16151 S. Rankin Dr.  
Lockport, IL 60441

Phone: (815) 436-3398

Fax: (815) 436-3245

Est. Phone: (815) 729-3822

Est. Fax: (815) 729-3086

[www.jrussandcompany.com](http://www.jrussandcompany.com)

Date: 10/9/2025  
PROPOSAL

Company: CITY OF CRET HILL

Attention: Ron Wiedeman  
[rwiedeman@cityofcresthill.c](mailto:rwiedeman@cityofcresthill.c)

Address: [om](#)

Job Name: CN Access Road for Diversion Structure

Location: Crest Hill

County: Will

[illegible]

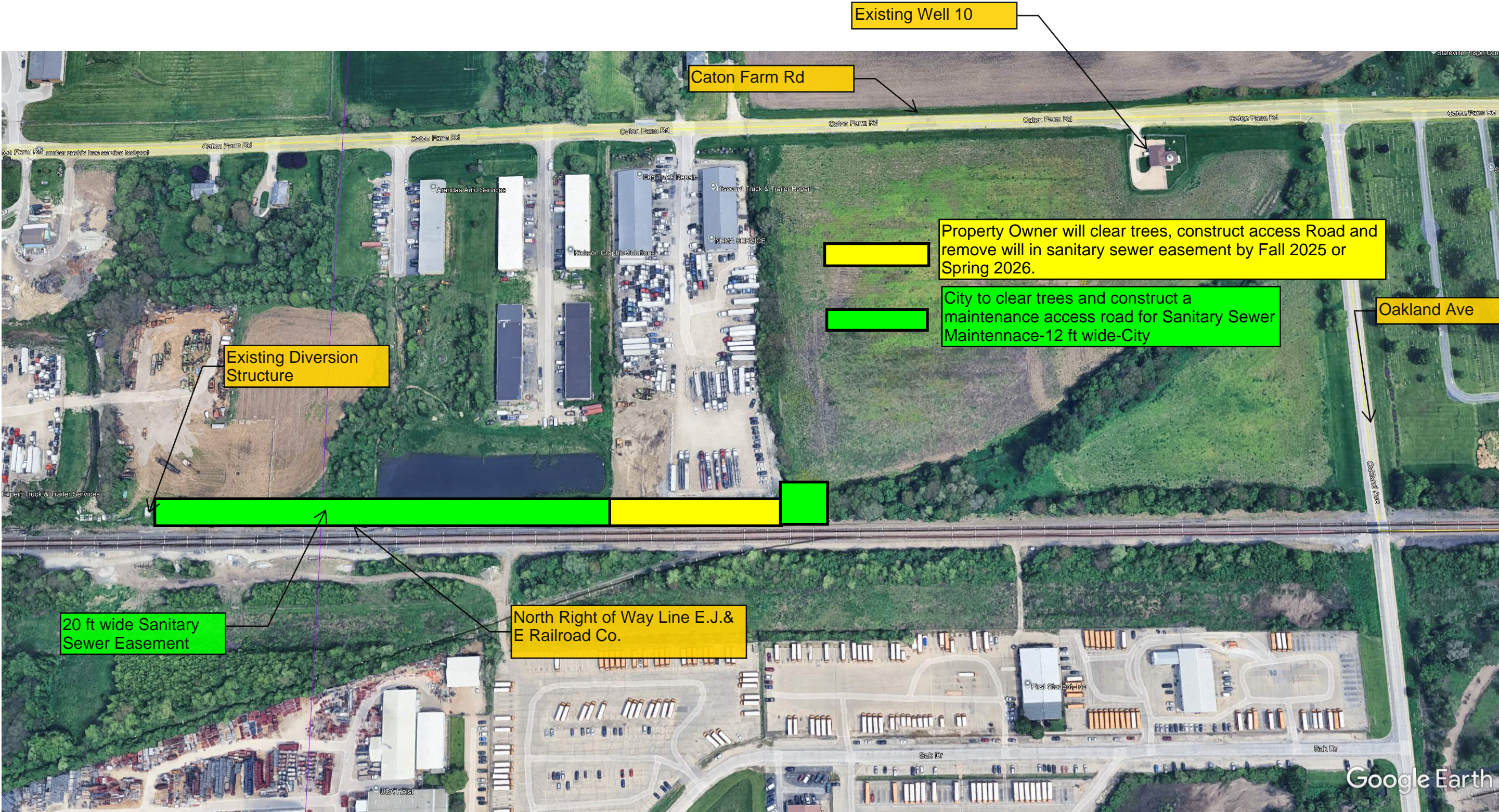




EXHIBIT A

**GENERAL POLICY STATEMENT**

Complete Streets are facilities designed, operated and maintained to assure safe mobility for users of all ages and abilities, including pedestrians, cyclists, transit riders and motorists, appropriate to the function and context of the facility. The City of Crest Hill seeks to create a comprehensive, integrated, and connected transportation network where every roadway user can travel safely and comfortably and where sustainable transportation options are available to everyone by planning, designing, operating and maintaining a network of Complete Streets.

The City of Crest Hill shall evaluate all future street infrastructure construction and maintenance projects to determine what additional improvements might be necessary to encourage a variety of travel modes by users of all ages and abilities. As part of this evaluation, the City of Crest Hill shall utilize a group of interdisciplinary experts at its disposal including, but not limited to, the City's staff and consultants, and appropriate representatives from the State of Illinois, Will County, Metra, Pace and local school districts. As appropriate, the City will update and design bicycle and pedestrian facilities to the best currently available standards and practices including the American Association of State Highway Transportation Officials (AASHTO) *Guide for the Development of Bicycle Facilities*, the AASHTO *Guide for the Planning, Design and Operation of Pedestrian Facilities*, the AASHTO Green Book: *A Policy on Geometric Design of Highways and Streets*, the Federal Highway Administration (FHWA) *Highway Capacity Manual (HCM)*, the FHWA *Manual of Uniform Traffic Control Devices (MUTCD)*, the *Americans with Disabilities Act Accessibility Guidelines (ADAAG)* and others as related.

Complete Streets can be achieved through network-level improvements, through integration into single location projects or incrementally through a series of small improvements or maintenance activities. Decisions regarding the Public Right-of-Way shall promote use by pedestrians, bicyclists, public transit and motor vehicles, in a safe and effective manner, taking into account the surrounding community context and land uses. The City shall strive to create a comprehensive, integrated and connected network of transportation options for all modes of conveyance, designed and operated to enable appropriate and safe access for all users.

**POLICY IMPLEMENTATION**

The City shall implement a Complete Streets policy as follows:

- a. The City of Crest Hill will provide training opportunities to staff and elected officials tasked with implementing the Complete Streets policy.
- b. Staff shall fully incorporate Complete Streets into the budgeting process, work plans and staffing projects, and consider Complete Streets as one of the priorities in roadway planning and funding decisions.



**EXHIBIT A**

- c. To the extent that relevant roadways are under the jurisdiction of an agency other than the City (IDOT, Will County or various surrounding municipalities), Staff shall provide such Complete Streets technical assistance as is accepted by the other agency.
- d. The City shall cooperate with neighboring jurisdictions to encourage street connectivity with a specific emphasis on regional corridors.
- e. Staff shall prioritize the safe movement of pedestrians, bicycle, and public transportation traffic in decisions regarding the use of limited Public Right-of-Way, with consideration given to roadway context and land use.
- f. Staff shall define standards to measure the progress of implementation of the Complete Streets Policy. Such standards shall include, but not limited to: improvements in safety for all roadway users; increased capacity for all modes of transportation, including public transit; modifications to traffic signals; new and repaired bicycle facilities (both on- and off-street with clearly marked or signed bicycle accommodations), an increase in bicycle parking areas at City facilities, schools, parks, library, etc.; new and repaired sidewalks, curb ramps, marked street crossings and signage. Such measures shall be incorporated into relevant plans, manuals, policies, processes and programs, which shall be reviewed periodically. Staff shall report to the City Board periodically on progress made in implementing the Complete Streets Policy.
- g. Staff will review and revise, as necessary, plans, manuals, policies, processes and programs to encourage the implementation of Complete Streets on roadways not under the jurisdiction of the City, subject to financing, regulation of or otherwise involving an action by the City. Such projects shall include, but not be limited to, privately built roadways and projects on non-City-owned roadways funded in part or entirely by City funds.
- h. Staff shall apply the Complete Streets Policy in all instances when feasible. It is understood that there may be circumstances in which it may not be practical or feasible to apply the Complete Streets Policy. Such circumstances may include, but not limited to, the following:
  - i. The scope of the project is limited to maintenance activities intended to keep the roadway in serviceable condition.
  - ii. There is sufficient documentation that there is no feasible way to accommodate improvements for non-vehicular traffic within the project's scope.
  - iii. There is no documented, current or anticipated, need for accommodation of



## EXHIBIT A

non- motorized roadway users, or the road is not a current or planned transit route.

### **BENEFITS**

Complete Streets provide the following benefits:

- a. Increased Transportation Choices: Streets that provide travel choices can give people the option to avoid traffic congestion and increase the overall capacity of the transportation network.
- b. Improved Safety: Design and accommodation for bicyclists and pedestrians reduces the incidence of crashes.
- c. Quality of Place: Increased bicycling and walking are indicative of vibrant and livable communities.
- d. Economic Development: Complete streets can reduce transportation costs and travel time while increasing property values and job growth in communities.
- e. Improved Return on Infrastructure Investments: Integrating sidewalks, bike lanes, transit amenities, and safe crossings into the initial design of a project spares the expense of retrofits later.
- f. More Walking and Bicycling: Public health experts are encouraging walking and bicycling as a response to the obesity epidemic. Streets that provide room for bicycling and walking help people of all ages get physical activity and gain independence.

### **POLICY**

The City's Complete Streets policy shall:

- a. Establish a procedure to evaluate resurfacing projects for complete streets inclusion according to length of project, local support, environmental constraints, total available right-of-way, funding resources and bicycle and/or pedestrian compatibility.
- b. Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. Even where bicyclists and pedestrians may not commonly use a particular travel corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore, the design of intersections shall accommodate bicyclists and pedestrians in a manner that is



EXHIBIT A

safe, accessible and convenient.

- c. Make provisions for pedestrians and bicyclists when closing roads, bridges or sidewalks for construction projects.
- d. Consider connections for Safe Routes to Schools, trail crossings, and areas or population groups with limited transportation options.
- e. Comply with the Americans with Disabilities Act (ADA).
- f. Complement the context of the surrounding community.
- g. Update all necessary and appropriate codes, standards, and ordinances to ensure that design components for all modified streets follow the intent of the policy.
- h. Identify all current and potential future sources of funding for street improvements.
- i. Establish performance measures to gauge success of the adopted policy.

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING THE ADOPTION OF A COMPLETE STREETS POLICY**

**WHEREAS**, the City of Crest Hill is authorized by Section 11-80-2 of the Illinois Municipal Code to regulate the use of its streets and rights of way (65 ILCS 5/11-80-2); and

**WHEREAS**, the City of Crest Hill has previously exercised said authority by adopting Title 12 of its Code of Ordinances which contains a comprehensive set of regulations regarding the use of streets and sidewalks in the City of Crest Hill along with a comprehensive set of regulations governing the construction of utility facilities within the City's Right-of-Way; and

**WHEREAS**, the City of Crest Hill enjoys an existing street and sidewalk network that connects residents and visitors to shopping, employment, recreational and public transportation opportunities; and

**WHEREAS**, the City of Crest Hill recognizes that streets are some of the city's most prominent public spaces, and effective streets must achieve a balance between mobility needs, adjoining land uses, environment and community interest; and

**WHEREAS**, some City of Crest Hill residents do not have access to a personal automobile and for reasons such as age, economics, or ability to drive, the only alternative transportation options to them are walking, bicycling or using public transit; and

**WHEREAS**, many residents and visitors choose to utilize non-motorized modes of travel such as walking, bicycling and taking public transit, which are convenient, economical and sustainable alternatives to driving a motor vehicle; and

**WHEREAS**, increasing walking, bicycling and the use of transit can improve the overall health of a community by decreasing congestion, air pollution,

dependence on fossil fuels and their foreign supply sources as well as increasing the efficiency of road space and transportation resources; and

**WHEREAS,** a Complete Street is defined as one that provides a safe, convenient network that is sensitive to the character of the surrounding area while serving all modes of travel, including walking, biking, public transit and automobile, for all ages and abilities; and

**WHEREAS,** the Corporate Authorities have determined that Complete Streets improve access and safety for those who cannot or choose not to drive motor vehicles; and

**WHEREAS,** Complete Streets are also essential to providing safe routes for children to get to school; and

**WHEREAS,** Complete Streets provide safe and convenient access for all users to key community destinations including parks, commercial districts, libraries, employment centers, transit stations and municipal buildings; and

**WHEREAS,** Complete Streets have public health benefits including encouraging physical activity and improving air quality, by providing the opportunity for more people to walk and bike safely; and

**WHEREAS,** the City of Crest Hill is committed to maintaining and making enhancements to its existing streets that improve accommodations for all modes of transportation including bicyclists, pedestrians, public transit and motorized vehicles in a manner sensitive to the context of the neighborhood; and

**WHEREAS,** City Staff has drafted a formal Complete Streets Policy for the City of Crest Hill, which is attached hereto as Exhibit A and incorporated herein by reference; and

**WHEREAS,** the Corporate Authorities have reviewed Exhibit A and have determined that it should be approved and adopted as the official policy of the City of Crest Hill for Complete Streets.

**NOW, THEREFORE, BE IT RESOLVED** by the Corporate Authorities of the

City of Crest Hill, Will County, Illinois, that the City of Crest Hill hereby adopts and approves a Complete Streets Policy, as follows:

**SECTION 1.** The Corporate Authorities hereby approve and adopt as the City's Complete Streets Policy the attached Exhibit A, which establishes the general policy statement, benefits and implementation of the Complete Streets Policy.

**SECTION 2.** The City's Staff is hereby directed to take all necessary steps to implement the policy as the official policy of the City of Crest Hill.

**SECTION 3.** The City Clerk is hereby directed to post this Resolution and the Complete Streets Policy on the City's website.

**SECTION 4 SEVERABILITY.** If any section, paragraph, clause or provision 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 5: REPEALER.** All resolutions or orders, or parts thereof, which conflict with the provisions of this Resolution are to the extent of such conflict hereby repealed.

**SECTION 6: EFFECTIVE DATE.** This Resolution and the adopted Policy shall be in full force and effect immediately upon its passage.

**[LEFT INTENTIONALLY BLANK]**

PASSED THIS 1<sup>ST</sup> DAY OF DECEMBER, 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 1<sup>ST</sup> DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# EXHIBIT A (COMPLETE STREETS POLICY)



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	December 1, 2023
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	A Resolution for a Professional Services Agreement for a Four-Year Water System Generator Replacement Program-Design Services by and Between the City of Crest Hill, Will County, Illinois and Strand and Associates, Inc. in the amount of \$202,000.00.

**Summary:** Staff is looking to put in place a four-year water system generator replacement program. Well numbers 1, 7, 10, 11 and 9/12 have old and inefficient generator while there are no generators at wells 4 and 8. The existing generators need replacement. During a recent review of the generators the following have been found.

- The mufflers are severely corroded,
- The doors and base are corroded,
- The interior generator paint is peeling
- The interior generator components are corroded.
- The well 11 generator recently had issues of not running properly due to a defective gas regulator.

Even though the city will be switching to a new water supply after 2030 our wells will need to be ready to be put into service if an emergency occurs. These generators are an important part of the operation of the wells.

The plan is to go out early 2026 for the procurement of 7 generators. Once we have procured the generators the installation of the new generators will be completed over a 4-year period where we would target installation at a rate of 2 each budget year.

Staff would like to get the consultant moving on the design and preparation of the procurement and bid and contract documents. Attached is an agreement from Strand & Associates to provide professional design services for this scope of work.

These services will include the following:

- Attend project coordination meeting.

- Gather and process a topographic survey of each location.
- Prepare generator sizing calculations.
- Perform project utility coordination.
- Preparation of Plans and Specifications and Construction Estimates for up to 4 separate bid packages.
- Prepare procurement specifications and assist in review of the quotes received.
- Quality Assurance/Quality Control
- Project Administration and Management
- 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.

**Recommended Council Action:** A Resolution for a Professional Services Agreement for a Four-Year Water System Generator Replacement Program-Design Services by and Between the City of Crest Hill, Will County, Illinois and Strand and Associates, Inc. in the amount of \$202,000.00.

**Financial Impact:**

**Funding Source:** Water Fund

**Budgeted Amount:** \$115,000.00, See Note 1

**Cost:** \$202,000.00

Note 1: To cover shortage will need to complete an internal transfer from account no. 07-06-5331 in the amount of \$100k:

**Attachments:**

Resolution-Generator Replacement Wells

Exhibit A- Four-Year Water System Generator Replacement Program.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION FOR A PROFESSIONAL SERVICES AGREEMENT FOR A FOUR-YEAR WATER SYSTEM GENERATOR REPLACEMENT PROGRAM -DESIGN ENGINEERING SERVICES BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND ASSOCIATES, INC IN THE AMOUNT OF \$202,000.00**

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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 design engineering services, including preparation of final plans and bid documents, 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 A Four-Year Generator Replacement Program-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 preamble 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 202,000.00 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 1ST DAY DECEMBER, 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 1ST DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

# EXHIBIT A

November 25, 2025

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

Attention: Honorable Mayor Raymond R. Soliman

Re: Agreement for General Services  
Four-Year Water System Generator Replacement Program

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 engineering services (Services) for the Four-Year Water System Generator Replacement Program project. It is anticipated that the existing generators will be replaced at Wells Nos. 1, 7, 10, 11, and 9/12; and new generator installations will be provided at Wells Nos. 4 and 8. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Preliminary Design

1. Conduct a two-day visit to OWNER's facilities to review the sites, collect existing documentation from OWNER, and participate in a project kickoff meeting to review the project schedule and deliverable milestones, further develop project parameters, and discuss equipment procurement.
2. Prepare generator sizing calculations based on OWNER-provided existing electrical load information at each site.
3. Prepare technical specifications for OWNER's use in soliciting proposals for generator and automatic transfer switch procurement.
4. Prepare preliminary opinions of probable construction cost (OPCC) for each of the sites.
5. Conduct a virtual review meeting with OWNER to discuss the procurement specifications and OPCCs. Specifications and OPCCs will be submitted for review one week prior to the meeting and comments will be incorporated, as appropriate, afterwards.
6. Review proposals to assist OWNER with selecting a generator and automatic transfer switch supplier.

#### Final Design

1. Conduct a virtual meeting to review the project schedule and deliverable milestones, further develop project parameters, discuss bid packages, and gather information for design.
2. Prepare drawings and technical specifications for up to four separate bid packages for the following:
  - a. Demolition of the existing generators at Wells Nos. 1, 7, 10, 11, and 9/12.

RES:dfe\\strand.com\\allcorpdata\\JOL\\Documents\\Agreements\\C\\Crest Hill, IL\\4-YrWtrSysGenRpmrpt.2025\\Agr\\3894.081.docx

City of Crest Hill, Illinois  
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November 25, 2025

- b. Installation of a new generator at each site.
  - c. Installation of a new automatic transfer switch at Wells Nos. 4 and 8.
- 3. Conduct a virtual review meeting with OWNER at approximately 60 percent design level. Drawings and specifications for all bid packages will be submitted for review one week prior to the meeting, and comments will be incorporated, as appropriate, following this meeting.
  - 4. Conduct a virtual review meeting with OWNER at approximately 95 percent design level for each bid package (four meetings total). Drawings and specifications will be submitted for review one week prior to the meeting and comments will be incorporated, as appropriate, following this meeting.
  - 5. Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, and technical specifications for the modifications noted above for each bid package (four total sets of Bidding Documents). The specifications will each include a proposed construction sequence and anticipated temporary controls.

#### **If-Authorized Services**

If authorized in writing by OWNER, ENGINEER will provide the following bidding-related services.

- 1. Distribute four sets of Bidding Documents electronically through QuestCDN, available at [www.strand.com](http://www.strand.com) and [www.questcdn.com](http://www.questcdn.com). Submit Advertisement to Bid to OWNER for publishing.
- 2. Prepare addenda and answer questions during bidding, conduct a virtual bid opening, tabulate and analyze bid results, and assist OWNER in award for each of four projects.
- 3. Prepare eight sets of Contract Documents (two sets each for four bid packages) for execution by the 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 with OWNER.

- 1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
- 2. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
- 3. Construction-Related Services: Any services involved in performing construction-related services.
- 4. 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.
- 5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.

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6. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
7. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
8. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
9. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

### Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee of \$202,000 allocated as follows:

Scope Item	Compensation
<b>Scope of Services</b>	
Preliminary Design	\$ 43,000
Final Design	\$132,000
<b>If-Authorized Bidding-Related Services</b>	<b>\$ 27,000</b>
Total	\$202,000

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 December 1, 2025. Services are scheduled for completion on August 5, 2030.

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### **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 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.
7. Pay all permit and plan review fees payable to regulatory agencies.

### **Opinion of Probable Cost**

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER. If OWNER requires more than general guidance, then OWNER agrees to obtain an independent cost estimate by others.

### **Changes**

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

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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.

#### **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

City of Crest Hill, Illinois  
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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:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CREST HILL, ILLINOIS

  
Joseph M. Bunker  
Corporate Secretary

11/25/25  
Date

\_\_\_\_\_  
Raymond Soliman  
Mayor

\_\_\_\_\_  
Date

## ORDINANCE NO. \_\_\_\_\_

### AN ORDINANCE AMENDING CHAPTER 12.28 (CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY) OF TITLE 12 (STREETS AND SIDEWALKS) OF THE CITY OF CREST HILL CODE OF ORDINANCES

**WHEREAS**, the City of Crest Hill is authorized by Section 11-80-2 of the Illinois Municipal Code to regulate the use of its streets and rights of way (65 ILCS 5/11-80-2); and

**WHEREAS**, the City of Crest Hill has previously exercised said authority by adopting Title 12 of its Code of Ordinances which contains a comprehensive set of regulations regarding the use of streets and sidewalks in the City of Crest Hill along with a comprehensive set of regulations governing the construction of utility facilities within the City's Right-of-Way; and

**WHEREAS**, pursuant to its express authority granted by the Illinois Municipal Code, the City of Crest Hill has from time to time deemed it necessary to amend its Code of Ordinances; and

**WHEREAS**, the Corporate Authorities have determined that Section 12.28 should be amended in its entirety and should now include a set of regulations to govern the construction of fiber optic and small wireless facilities within the City's Rights-of-Way.

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

**SECTION 1: PREAMBLE.** The preamble of this Ordinance is declared to be true and correct and is incorporated by reference as if fully set forth in this Section 1.

**SECTION 2: APPROVAL.** Chapter 12.28 (Construction of Utility Facilities in the Rights-of-Way) of Title 12 (Streets and Sidewalks) of the City of Crest Hill Code of Ordinances is hereby repealed in its entirety and replaced as follows:

#### CHAPTER 12.28: CONSTRUCTION OF UTILITY FACILITIES IN THE RIGHTS-OF-WAY

##### Section

- 12.28.010 Purpose and scope
- 12.28.020 Definitions
- 12.28.030 Annual registration required
- 12.28.040 Permit required; applications and fees
- 12.28.050 Action on permit applications
- 12.28.060 Effect of permit
- 12.28.070 Revised permit drawings
- 12.28.080 Insurance
- 12.28.090 Indemnification
- 12.28.100 Security
- 12.28.110 Permit suspension and revocation
- 12.28.120 Change of ownership or owner's identity or legal status
- 12.28.130 General construction standards
- 12.28.140 Traffic control
- 12.28.150 Location of facilities
- 12.28.160 Contractor workforce Identification and Public Information Signage

- 12.28.170 Construction methods and materials
- 12.28.180 Vegetation control
- 12.28.190 Removal, relocation, or modifications of utility facilities
- 12.28.200 Clean-up and restoration
- 12.28.210 Maintenance and emergency maintenance
  - 12.28.220 As Built Plans
  - 12.28.230 Small Wireless Facilities
- 12.28.240 Variances
- 12.28.250 Penalties
- 12.28.260 Enforcement
- 12.28.270 Severability

## **§ 12.28.010 PURPOSE AND SCOPE.**

(A) Purpose. The purpose of this chapter is to establish policies and procedures for constructing facilities on rights-of-way within the city's jurisdiction, which will provide public benefit consistent with the preservation of the integrity, safe usage, and visual qualities of the city rights-of-way and the city as a whole.

(B) Intent. In enacting this chapter, the city intends to exercise its authority over the rights-of-way in the city and, in particular, the use of the public ways and property by utilities, by establishing uniform standards to address issues presented by utility facilities, including without limitation:

- (1) Prevent interference with the use of streets, sidewalks, alleys, parkways and other public ways and places;
- (2) Prevent the creation of visual and physical obstructions and other conditions that are hazardous to vehicle and pedestrian traffic;
- (3) Prevent interference with the facilities and operations of the city's utilities and of other utilities lawfully located in rights-of-way or on public property;
- (4) Protect against environmental damage, including damage to trees, from the installation of utility facilities;
- (5) Protect against increased stormwater run-off due to structures and materials that increase impermeable surfaces;
- (6) Preserve the character of the neighborhoods in which facilities are installed;
- (7) Preserve open space, particularly the tree-lined parkways that characterize the city's residential neighborhoods;
- (8) Prevent visual blight from the proliferation of facilities in the rights-of-way; and
- (9) Assure the continued safe use and enjoyment of private properties adjacent to utility facilities locations.

(C) Facilities subject to this chapter. This chapter applies to all facilities on, over, above, along, upon, under, across, or within the rights-of-way within the jurisdiction of the city. A facility lawfully established prior to the effective date of this chapter may continue to be maintained, repaired and operated by the utility as presently constructed and located, except as may be otherwise provided in any applicable franchise, license or similar agreement.

(D) Franchises, licenses, or similar agreements. The city, in its discretion and as limited by law, may require utilities to enter into a franchise, license or similar agreement for the privilege of locating their facilities on, over, above, along, upon, under, across, or within the city rights-of-way. Utilities that are not required by law to enter into such an agreement may request that the city enter into such an agreement. In such an agreement, the city may provide for terms and conditions inconsistent with this chapter.

(E) Effect of franchises, licenses, or similar agreements.

(1) Utilities other than telecommunications providers. In the event that a utility other than a telecommunications provider has a franchise, license or similar agreement with the city, such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(2) Telecommunications providers. In the event of any conflict with, or inconsistency between, the provisions of this chapter and the provisions of any franchise, license or similar agreement between the city and any telecommunications provider, the provisions of such franchise, license or similar agreement shall govern and control during the term of such agreement and any lawful renewal or extension thereof.

(F) Conflicts with other articles. This chapter supersedes all chapters or parts of chapters adopted prior hereto that are in conflict herewith, to the extent of such conflict.

(G) Conflicts with state and federal laws. If applicable federal or state laws or regulations conflict with the requirements of this chapter, the utility shall comply with the requirements of this chapter to the maximum extent possible without violating federal or state laws or regulations.

(H) Sound engineering judgment. The city shall use sound engineering judgment when administering this chapter and may vary the standards, conditions, and requirements expressed in this chapter when the city so determines. Nothing herein shall be construed to limit the ability of the city to regulate its rights-of-way for the protection of the public health, safety and welfare.  
(Ord. 1443, passed 12-17-07)

## § 12.28.020 DEFINITIONS.

For the purposes of this chapter, the following definitions shall apply unless the context clearly indicates or requires otherwise. A term not described in this section shall have the meaning ascribed to it in Ill. Adm. Code Ch. 92, § 530.30, unless the context clearly requires otherwise.

**AASHTO.** American Association of State Highway and Transportation Officials.

**ANSI.** American National Standards Institute.

**APPLICANT.** A person applying for a permit under this chapter.

**ASTM.** American Society for Testing and Materials.

**BACKFILL.** The methods or materials for replacing excavated material in a trench or pit.

**BORE or BORING.** To excavate an underground cylindrical cavity for the insertion of a pipe or electrical conductor.

**CABLE OPERATOR.** That term as defined in 47 U.S.C. 522(5).

**CABLE SERVICE.** That term as defined in 47 U.S.C. 522(6).

**CABLE SYSTEM.** That term as defined in 47 U.S.C. 522(7).

**CARRIER PIPE.** The pipe enclosing the liquid, gas or slurry to be transported.

**CASING.** A structural protective enclosure for transmittal devices such as carrier pipes, electrical conductors, and fiber optic devices.

**CITY.** The City of Crest Hill, Illinois.

**CLEAR ZONE.** The total roadside border area, starting at the edge of the pavement, available for safe use by errant vehicles. This area may consist of a shoulder, a recoverable slope, a non-recoverable slope, and a clear run-out area. The desired width is dependent upon the traffic volumes and speeds, and on the roadside geometry. Distances are specified in the AASHTO Roadside Design Guide.

**COATING.** Protective wrapping or mastic cover applied to buried pipe for protection against external corrosion.

**CODE.** The Municipal Code of the City of Crest Hill.

**CONDUCTOR.** Wire carrying electrical current.

**CONDUIT.** A casing or encasement for wires or cables.

**CONSTRUCTION or CONSTRUCT.** The installation, repair, maintenance, placement, alteration, enlargement, demolition, modification or abandonment in place of facilities.

**COVER.** The depth of earth or backfill over buried utility pipe or conductor.

**CROSSING FACILITY.** A facility that crosses one or more right-of-way lines of a right-of-way.

**DISRUPT THE RIGHT-OF-WAY.** For the purposes of this chapter, any work that obstructs the right-of-way or causes a material adverse effect on the use of the right-of-way for its intended use. Such

work may include, without limitation, the following: excavating or other cutting; placement (whether temporary or permanent) of materials, equipment, devices, or structures; damage to vegetation; and compaction or loosening of the soil, and shall not include the parking of vehicles or equipment in a manner that does not materially obstruct the flow of traffic on a highway.

**EMERGENCY.** Any immediate maintenance to the facility required for the safety of the public using or in the vicinity of the right-of-way or immediate maintenance required for the health and safety of the general public served by the utility.

**ENCASEMENT.** Provision of a protective casing.

**ENGINEER.** The City Engineer or his/her designee.

**EQUIPMENT.** Materials, tools, implements, supplies, and/or other items used to facilitate construction of facilities.

**EXCAVATION.** The making of a hole or cavity by removing material or laying bare by digging.

**EXTRA HEAVY PIPE.** Pipe meeting ASTM standards for this pipe designation.

**FACILITY.** All structures, devices, objects, and materials (including, but not limited to, track and rails, wires, ducts, fiber optic cable, antennas, vaults, boxes, equipment enclosures, cabinets, pedestals, poles, conduits, grates, covers, pipes, cables, and appurtenances thereto) located on, over, above, along, upon, under, across, or within rights-of-way under this chapter. For purposes of this chapter, the term **FACILITY** shall not include any facility owned or operated by the city.

**FREESTANDING FACILITY.** A facility that is not a crossing facility or a parallel facility, such as an antenna, transformer, pump, or meter station.

**FRONTAGE ROAD.** Roadway, usually parallel, which provides access to land adjacent to the highway where it is precluded by control of access to a highway.

**HAZARDOUS MATERIALS.** Any substance or material which, due to its quantity, form, concentration, location, or other characteristics, is determined by the City Engineer or the Public Works Director or his/her designee to pose an unreasonable and imminent risk to the life, health or safety of persons or property or to the ecological balance of the environment, including, but not limited to explosives, radioactive materials, petroleum or petroleum products or gases, poisons, etiology (biological) agents, flammables, corrosives or any substance determined to be hazardous or toxic under any federal or state law, statute or regulation.

**HIGHWAY CODE.** The Illinois Highway Code, ILCS Ch. 605, Act 5, §§ 1-101 et seq., as amended from time to time.

**HIGHWAY.** A specific type of right-of-way used for vehicular traffic including rural or urban roads or streets. **HIGHWAY** includes all highway land and improvements, including roadways, ditches and embankments, bridges, drainage structures, signs, guardrails, protective structures and appurtenances necessary or convenient for vehicle traffic.

**HOLDER.** A person or entity that has received authorization to offer or provide cable or video service from the ICC pursuant to the Illinois Cable and Video Competition Law, ILCS Ch. 220, Act 5, § 21-401.

**IDOT.** Illinois Department of Transportation.

**ICC.** Illinois Commerce Commission.

**JACKING.** Pushing a pipe horizontally under a roadway by mechanical means with or without boring.

**JETTING.** Pushing a pipe through the earth using water under pressure to create a cavity ahead of the pipe.

**JOINT USE.** The use of pole lines, trenches or other facilities by two or more utilities.

**J.U.L.I.E.** The Joint Utility Locating Information for Excavators utility notification program.

**MAJOR INTERSECTION.** The intersection of two or more major arterial highways.

**OCCUPANCY.** The presence of facilities on, over or under right-of-way.

**PARALLEL FACILITY.** A facility that is generally parallel or longitudinal to the centerline of a right-of-way.

**PARKWAY.** Any portion of the right-of-way not improved by street or sidewalk.

**PAVEMENT CUT.** The removal of an area of pavement for access to facility or for the construction of a facility.

**PERMITTEE.** That entity to which a permit has been issued pursuant to §§ 12.28.040 and 12.28.050 of this chapter.

**PRACTICABLE.** That which is performable, feasible or possible, rather than that which is simply convenient.

**PRESSURE.** The internal force acting radially against the walls of a carrier pipe expressed in pounds per square inch gauge (psig).

**PETROLEUM PRODUCTS PIPELINES.** Pipelines carrying crude or refined liquid petroleum products including, but not limited to, gasoline, distillates, propane, butane, or coal-slurry.

**PROMPT.** That which is done within a period of time specified by the city. If no time period is specified, the period shall be 30 days.

**PUBLIC ENTITY.** A legal entity that constitutes or is part of the government, whether at local, state or federal level.

**RESTORATION.** The repair of a right-of-way, highway, roadway, or other area disrupted by the construction of a facility.

**RIGHT-OF-WAY OR RIGHTS-OF-WAY.** Any street, alley, other land or waterway, dedicated or commonly used for pedestrian or vehicular traffic or other similar purposes, including utility easements, in which the city has the right and authority to authorize, regulate or permit the location of facilities other than those of the city. **RIGHT-OF-WAY OR RIGHTS-OF-WAY** shall not include any real or personal city property that is not specifically described in the previous two sentences and shall not include city buildings, fixtures and other structures or improvements, regardless of whether they are situated in the right-of-way.

**ROADWAY.** That part of the highway that includes the pavement and shoulders.

**SALE OF TELECOMMUNICATIONS AT RETAIL.** The transmitting, supplying, or furnishing of telecommunications and all services rendered in connection therewith for a consideration, other than between a parent corporation and its wholly owned subsidiaries or between wholly owned subsidiaries, when the gross charge made by one such corporation to another such corporation is not greater than the gross charge paid to the retailer for their use or consumption and not for sale.

**SECURITY FUND.** That amount of security required pursuant to § 12.28.100.

**SHOULDER.** A width of roadway, adjacent to the pavement, which provides lateral support to the pavement edge and provides an area for emergency vehicular stops and storage of snow removed from the pavement.

**SMALL WIRELESS FACILITY.** As defined in section 12.28.210 of this chapter.

**SOUND ENGINEERING JUDGMENT.** A decision(s) consistent with generally accepted engineering principles, practices and experience.

**PUBLIC WORKS DIRECTOR.** The City Public Works Director or his/her designee.

**TELECOMMUNICATIONS.** This term includes, but is not limited to, messages or information transmitted through use of local, toll and wide area telephone service, channel services, telegraph services, teletypewriter service, computer exchange service, private line services, mobile radio services, cellular mobile telecommunications services, stationary two-way radio, paging service and any other form of mobile or portable one-way or two-way communications, and any other transmission of messages or information by electronic or similar means, between or among points by wire, cable, fiber optics, laser, microwave, radio, satellite, or similar facilities. "Private line" means a dedicated non-traffic sensitive service for a single customer that entitles the customer to exclusive or priority use of a communications channel, or a group of such channels, from one or more specified locations to one or more other specified locations. **TELECOMMUNICATIONS** shall not include value added services in which computer processing applications are used to act on the form, content, code and protocol of the information for purposes other than transmission. **TELECOMMUNICATIONS** shall not include purchase of telecommunications by a telecommunications service provider for use as a component part of the service provided by such provider to the ultimate retail consumer who originates or terminates the end-to-end communications. **TELECOMMUNICATIONS** shall not include the provision of cable services through a cable system as defined in the Cable Communications Act of 1984 (47 U.S.C. Sections 521 and following), as now or hereafter amended, or cable or other programming services subject to an open video system fee payable to the City through an open video system as defined in the Rules of the Federal Communications Commission (47 C.F.R. §76.1500 and following), as now or hereafter amended.

**TELECOMMUNICATIONS PROVIDER.** Means any person that installs, owns, operates or controls facilities in the right-of-way used or designed to be used to transmit telecommunications in any form.

**TELECOMMUNICATIONS RETAILER.** Means and includes every person engaged in making sales of telecommunications at retail as defined herein.

**TRENCH.** A relatively narrow open excavation for the installation of an underground facility.

**UTILITY.** The individual or entity owning or operating any facility as defined in this chapter.

**VENT.** A pipe to allow the dissipation into the atmosphere of gases or vapors from an underground casing.

**VIDEO SERVICE.** That term as defined in ILCS Ch. 220, § 21-201(v) of the Illinois Cable and Video Competition Law of 2007.

**WATER LINES.** Pipelines carrying raw or potable water.

**WET BORING.** Boring using water under pressure at the cutting auger to soften the earth and to provide a sluice for the excavated material.  
(Ord. 1443, passed 12-17-07)

### § 12.28.030 ANNUAL REGISTRATION REQUIRED.

Every utility that occupies right-of-way within the city shall register on January 1 of each year with the Public Works Director or his/her designee, providing the utility's name, address and regular business telephone and telecopy numbers, the name of one or more contact persons who can act on behalf of the utility in connection with emergencies involving the utility's facilities in the right-of-way and a 24-hour telephone number for each such person, and evidence of insurance as required in § 12.28.080 of this chapter, in the form of a certificate of insurance.  
(Ord. 1443, passed 12-17-07)

### § 12.28.040 PERMIT REQUIRED; APPLICATIONS AND FEES.

(A) Permit required. No person shall construct (as defined in this chapter) any facility on, over, above, along, upon, under, across, or within any city right-of-way which (1) changes the location of the facility, (2) adds a new facility, (3) disrupts the right-of-way (as defined in this chapter), or (4) materially increases the amount of area or space occupied by the facility on, over, above, along, under across or within the right-of-way, without first filing an application with the City Public Works Director or his/her designee and obtaining a permit from the city therefor, except as otherwise provided in this chapter. No permit shall be required for installation and maintenance of service connections to customers' premises where there will be no disruption of the right-of-way. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.210.

(B) Permit application. All applications for permits pursuant to this chapter shall be filed on a form provided by the city and shall be filed in such number of duplicate copies as the city may designate. The applicant may designate those portions of its application materials that it reasonably believes contain proprietary or confidential information as "proprietary" or "confidential" by clearly marking each page of such materials accordingly. Small wireless facilities shall also be subject to the permit requirements of Section 12.28.210.

(C) Minimum general application requirements. The application shall be made by the utility or its duly authorized representative and shall contain, at a minimum, the following:

- (1) The utility's name and address and telephone and telecopy numbers;
- (2) The applicant's name and address, if different than the utility, its telephone, telecopy numbers, e-mail address, and its interest in the work;
- (3) The names, addresses and telephone and telecopy numbers and e-mail addresses of all professional consultants, contractors and subcontractors, if any, advising or performing work for the applicant with respect to the application;
- (4) Provide name, addresses and telephone number and email address of person or department that will handle non-emergency and residential complaints. Any and all residential complaints and non-emergency complaints received must be logged and reported to the City on a bi-monthly basis. The report shall include the residents' contact number and address, complaint and resolution. This report shall be emailed to Public Works Director or his/her designee.
- (5) A general description of the proposed work and the purposes and intent of the facility and the uses to which the facility will be put. The scope and detail of such description shall be appropriate to the nature and character of the work to be performed, with special emphasis on those matters likely to be affected or impacted by the work proposed;
- (6) Evidence that the utility has placed on file with the city:
  - (a) A written traffic control plan demonstrating the protective measures and devices that will be employed consistent with the Illinois Manual on Uniform Traffic Control Devices, to prevent injury or damage to persons or property and to minimize disruptions to efficient pedestrian and vehicular traffic; and
  - (b) An emergency contingency plan which shall specify the nature of potential emergencies,

including, without limitation, construction and hazardous materials emergencies, and the intended response by the applicant. The intended response shall include notification to the city and shall promote protection of the safety and convenience of the public. Compliance with ICC regulations for emergency contingency plans constitutes compliance with this section unless the city finds that additional information or assurances are needed;

(7) Drawings, plans and specifications showing the work proposed, including the certification of an engineer registered as a PE in the State of Illinois that such drawings, plans, and specifications comply with applicable codes, rules, and regulations;

(8) Evidence of insurance as required in §12.28.080 of this chapter;

(9) Evidence of posting of the security fund as required in §12.28.010 of this chapter;

(10) Any request for a variance from one or more provisions of this chapter (see §12.28.240); and

(11) Such additional information as may be reasonably required by the city.

(D) Supplemental application requirements for specific types of utilities. In addition to the requirements of division (C) of this section, the permit application shall include the following items, as applicable to the specific utility that is the subject of the permit application:

(1) In the case of the installation of a new electric power, communications, telecommunications, cable television service, video service or natural gas distribution system, evidence that any "Certificate of Public Convenience and Necessity" or other regulatory authorization that the applicant is required by law to obtain, or that the applicant has elected to obtain, has been issued by the ICC or other jurisdictional authority;

(2) The maximum length 2,000 ft of installation for telecommunications for a single permit; The permittee is required to have a permit for each section of 2,000 ft.;

(3) In the case of natural gas systems, state the proposed pipe size, design, construction class, and operating pressures;

(4) In the case of water lines, indicate that all requirements of the Illinois Environmental Protection Agency, Division of Public Water Supplies, have been satisfied;

(5) In the case of sewer line installations, indicate that the land and water pollution requirements of the Illinois Environmental Protection Agency, Division of Water Pollution Control and the Metropolitan Water Reclamation District (other local or state entities with jurisdiction), have been satisfied; or

(6) In the case of petroleum products pipelines, state the type or types of petroleum products, pipe size, maximum working pressure, and the design standard to be followed.

(E) Applicant's duty to update information. Throughout the entire permit application review period and the construction period authorized by the permit, any amendments to information contained in a permit application shall be submitted by the utility in writing to the city within 30 days after the change necessitating the amendment.

(F) Application Fees. Unless otherwise provided by franchise, license, or similar agreement, all applications for permits pursuant to this chapter shall be accompanied by a fee in the amount of \$250 plus the City can recover all direct costs, including consultants' and legal fees associated with the permittee coming in the ROW. No application fee is required to be paid by any electricity utility that is paying the municipal electricity infrastructure maintenance fee pursuant to the Electricity Infrastructure Maintenance Fee Act.

(Ord. 1443, passed 12-17-17)

## § 12.28.050 ACTION ON PERMIT APPLICATIONS.

(A) City review of permit applications. Completed permit applications, containing all required documentation, shall be examined by the City Public Works Director or his/her designee within a reasonable time after filing. If the application does not conform to the requirements of applicable ordinances, codes, laws, rules, and

regulations, the City Public Works Director or his/her designee shall reject such application in writing, stating the reasons therefor. If the City Public Works Director or his/her designee is satisfied that the proposed work conforms to the requirements of this chapter and applicable ordinances, codes, laws, rules, and regulations, the City Public Works Director or his/her designee shall issue a permit therefor as soon as practicable. In all instances, it shall be the duty of the applicant to demonstrate, to the satisfaction of the City Public Works Director or his/her designee, that the construction proposed under the application shall be in full compliance with the requirements of this chapter.

(B) Additional city review of applications of telecommunications retailers.

(I) Pursuant to ILCS, Ch. 220, Act 65, § 4 of the Telephone Company Act, a telecommunications retailer shall notify the city that it intends to commence work governed by this chapter for facilities for the provision of telecommunications services. Such notice shall consist of plans, specifications, and other documentation sufficient to demonstrate the purpose and intent of the facilities and shall be provided by the telecommunications retailer to the city not less than ten days prior to the commencement of work requiring no excavation and not less than 30 days prior to the commencement of work requiring excavation. The City Public Works Director or his/her designee shall specify the portion of the right-of-way upon which the facility may be placed, used and constructed.

(2) In the event that the City Public Works Director or his/her designee fails to provide such specification of location to the telecommunications retailer within either (a) 45 days after service of notice to the city by the telecommunications retailer in the case of work not involving excavation for new construction or (b) 45 days after service of notice by the telecommunications retailer in the case of work involving excavation for new construction, the telecommunications retailer may commence work without obtaining a permit under this chapter.

(3) Upon the provision of such specification by the city, where a permit is required for work pursuant to § 12.28.040 of this chapter the telecommunications retailer shall submit to the city an application for a permit and all plans, specifications and documentation available regarding the facility to be constructed. Such application shall be subject to the requirements of subdivision (A) of this section.

(C) Additional City review of applications of holders of state authorization under the Cable and Video Competition Law of 2007. Applications by a utility that is a holder of a state-issued authorization under the Cable and Video Competition Law of 2007 shall be deemed granted 45 days after submission to the city, unless otherwise acted upon by the city, provided the holder has complied with applicable city codes and rules, ordinances, and regulations even if a permit is not issued.

(Ord. 1443, passed 12-17-07)

## **§ 12.28.060 EFFECT OF PERMIT.**

(A) Authority granted; no property right or other interest created. A permit from the city authorizes a permittee to undertake only certain activities in accordance with this chapter on city rights-of-way, and does not create a property right or grant authority to the permittee to impinge upon the rights of others who may have an interest in the rights-of-way.

(B) Duration. No permit issued under this chapter shall be valid for a period longer than six months unless construction is actually begun within that period and is thereafter diligently pursued to completion.

(C) Pre-construction meeting at the City's request for special projects or for projects valued at more than \$250,000.00. No construction shall begin pursuant to a permit issued under this chapter prior to attendance by the permittee and all major contractors and subcontractors who will perform any work under the permit at a pre-construction meeting. The pre-construction meeting shall be held at a date, time and place designated by the city with such city representatives in attendance as the city deems necessary. The meeting shall be for the purpose of reviewing the work under the permit, and reviewing special considerations necessary in the areas where work will occur, including, without limitation, presence or absence of other utility facilities in the area and their locations, procedures to avoid disruption of other utilities, use of rights-of-way by the public during construction, and access and egress by adjacent property owners.

(D) Compliance with all laws required. The issuance of a permit by the city does not excuse the permittee from complying with other requirements of the city and applicable statutes, laws, ordinances, rules, and regulations.

## § 12.28.070 REVISED PERMIT DRAWINGS.

If the actual locations of any facilities deviate in any material respect from the locations identified in the plans, drawings and specifications submitted with the permit application, the permittee shall submit a revised set of drawings or plans to the city within 90 days after the completion of the permitted work. The revised drawings or plans shall specifically identify where the locations of the actual facilities deviate from the locations approved in the permit. If any deviation from the permit also deviates from the requirements of this chapter, it shall be treated as a request for variance in accordance with §12.28.240 of this chapter. If the city denies the request for a variance, then the permittee shall either remove the facility from the right-of-way or modify the facility so that it conforms to the permit and submit revised drawings or plans therefor.

(Ord. 1443, passed 12-17-07)

## § 12.28.080 INSURANCE.

(A) Required coverages and limits. Unless otherwise provided by franchise, license, or similar agreement, each utility occupying right-of-way or constructing any facility in the right-of-way shall secure and maintain the following liability insurance policies insuring the utility as named insured and naming the city, and its elected and appointed officers, officials, agents, and employees as additional insureds on the policies listed in divisions (A)(1) and (A)(2) below:

(I) Commercial general liability insurance, including premises liability, operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

- (a) Five million dollars for bodily injury or death to each person;
- (b) Five million dollars for property damage resulting from any one accident; and
- (c) Five million dollars for all other types of liability.

(2) Automobile liability for owned, non-owned and hired vehicles with a combined single limit of \$1,000,000 for personal injury and property damage for each accident;

(3) Worker's compensation with statutory limits; and

(4) Employer's liability insurance with limits of not less than \$1,000,000 per employee and per accident.

If the utility is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

(B) Excess or umbrella policies. The coverages required by this Section may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

(C) Copies required. The utility shall provide copies of any of the policies required by this section to the city within ten days following receipt of a written request therefor from the city.

(D) Maintenance and renewal of required coverages. The insurance policies required by this section shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 30 days after receipt by the city, by registered mail or certified mail, return receipt requested, of a written notice addressed to the City Administrator of such intent to cancel or not to renew."

Within ten days after receipt by the city of said notice, and in no event later than ten days prior to said cancellation, the utility shall obtain and furnish to the city evidence of replacement insurance policies meeting the requirements of this section.

(E) Self-insurance. A utility may self-insure all or a portion of the insurance coverage and limit requirements required by division (A) of this section. A utility that self-insures is not required, to the extent of such self-insurance, to comply with the requirement for the naming of additional insureds under division (A), or the requirements of divisions (B), (C) and (D) of this section. A utility that elects to self-insure shall provide to the city evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage and limit requirements required under division (A) of this section, such as evidence that the utility is a "private self insurer" under the Workers Compensation Act.

(F) Effect of insurance and self-insurance on utility's liability. The legal liability of the utility to the city and any person for any of the matters that are the subject of the insurance policies or self-insurance required by this section shall not be limited by such insurance policies or self-insurance or by the recovery of any amounts thereunder.

(G) Insurance companies. All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.

(Ord. 1443, passed 12-17-07)

#### **§ 12.28.090 INDEMNIFICATION.**

By occupying or constructing facilities in the right-of-way, a utility shall be deemed to agree to defend, indemnify and hold the city and its elected and appointed officials and officers, employees, agents and representatives harmless from and against any and all injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the utility or its affiliates, officers, employees, agents, contractors or subcontractors in the construction of facilities or occupancy of the rights-of-way, and in providing or offering service over the facilities, whether such acts or omissions are authorized, allowed or prohibited by this chapter or by a franchise, license, or similar agreement; provided, however, that the utility's indemnity obligations hereunder shall not apply to any injuries, claims, demands, judgments, damages, losses or expenses arising out of or resulting from the negligence, misconduct or breach of this chapter by the city, its officials, officers, employees, agents or representatives.

(Ord. 1443, passed 12-17-07)

#### **§ 12.28.100 SECURITY.**

(A) Purpose. The permittee shall establish a Security Fund in a form and in an amount as set forth in this section. The Security Fund shall be continuously maintained in accordance with this section at the permittee's sole cost and expense until the completion of the work authorized under the permit. The Security Fund shall serve as security for:

(1) The faithful performance by the permittee of all the requirements of this chapter;

(2) Any expenditure, damage, or loss incurred by the city occasioned by the permittee's failure to comply with any codes, rules, regulations, orders, permits and other directives of the city issued pursuant to this chapter; and

(3) The payment by permittee of all liens and all damages, claims, costs, or expenses that the city may pay or incur by reason of any action or nonperformance by permittee in violation of this chapter including, without limitation, any damage to public property or restoration work the permittee is required by this chapter to perform that the city must perform itself or have completed as a consequence solely of the permittee's failure to perform or complete, and all other payments due the city from the permittee pursuant to this chapter or any other applicable law.

(B) Form. The permittee shall provide the Security Fund to the city in the form, at the permittee's election, of cash, a surety bond in a form acceptable to the city, or an unconditional letter of credit in a form acceptable to the city. Any surety bond or letter of credit provided pursuant to this division shall, at a minimum:

- (1) Provide that it will not be canceled without prior notice to the city and the permittee;
- (2) Not require the consent of the permittee prior to the collection by the city of any amounts covered by it; and
- (3) Shall provide a location convenient to the city and within the State of Illinois at which it can be drawn.

(C) Excavation Bond for Utilities in Right of Way. An Excavation Bond shall be in place and approved by the City prior to issuance of a permit. The Bond shall be sufficient to remove any above grade structures and restore the right-of-way to at least as good a condition as that existing prior to the construction under the permit plus all erosion and sediment control to complete the restoration work. The permittee shall provide an estimate of cost to complete the work defined above minus any direct costs required by the City to be as approved by the City Public Works Director or his/her designee. The approved bond amount may also include reasonable, directly related costs that the city estimates are likely to be incurred if the permittee fails to perform such restoration.

Where the construction of facilities proposed under the permit will be performed in phases in multiple locations in the city, with each phase consisting of construction of facilities in one location or a related group of locations, and where construction in another phase will not be undertaken prior to substantial completion of restoration in the previous phase or phases, the City Administrator may, in the exercise of sound discretion, allow the permittee to post a single Excavation Bond which shall be applicable to each phase of the construction under the permit. The amount of the Excavation bond for phased construction shall be equal to the greatest amount that would have been required under the provisions of this division for any single phase.

(D) Withdrawals. The city, upon 14 days' advance written notice clearly stating the reason for, and its intention to exercise withdrawal rights under this division, may withdraw an amount from the Security Fund, provided that the permittee has not reimbursed the city for such amount within the 14-day notice period. Withdrawals may be made if the permittee:

- (1) Fails to make any payment required to be made by the permittee hereunder;
- (2) Fails to pay any liens relating to the facilities that are due and unpaid;
- (3) Fails to reimburse the city for any damages, claims, costs or expenses which the city has been compelled to pay or incur by reason of any action or non-performance by the permittee; or
- (4) Fails to comply with any provision of this chapter that the city determines can be remedied by an expenditure of an amount in the Security Fund.

(E) Replenishment. Within 14 days after receipt of written notice from the city that any amount has been withdrawn from the Security Fund, the permittee shall restore the Security Fund to the amount specified in division (C) of this section.

(F) Interest. The permittee may request that any and all interest accrued on the amount in the Security Fund be returned to the permittee by the city, upon written request for said withdrawal to the city, provided that any such withdrawal does not reduce the Security Fund below the minimum balance required in division (C) of this section.

(G) Closing and return of Security Fund. Upon completion of the work authorized under the permit, the permittee shall be entitled to the return of the Security Fund, or such portion thereof as remains on deposit, within a reasonable time after account is taken for all offsets necessary to compensate the city for failure by the permittee to comply with any provisions of this chapter or other applicable law. In the event of any revocation of the permit, the Security Fund, and any and all accrued interest therein, shall become the property of the city to the extent necessary to cover any reasonable costs, loss or damage incurred by the city as a result of said revocation, provided that any amounts in excess of said costs, loss or damage shall be refunded to the permittee.

(H) Rights not limited. The rights reserved to the city with respect to the Security Fund are in addition to all other rights of the city, whether reserved by this chapter or otherwise authorized by law, and no action, proceeding or exercise of right with respect to said Security Fund shall affect any other right the city may have. Notwithstanding the foregoing, the city shall not be entitled to a double monetary recovery with respect to any of its rights which may be infringed or otherwise violated.  
(Ord. 1443, passed 12-17-07)

#### **§ 12.28.110 PERMIT SUSPENSION AND REVOCATION.**

(A) City right to revoke permit. The city may revoke or suspend a permit issued pursuant to this chapter for one or more of the following reasons:

- (1) Fraudulent, false, misrepresenting, or materially incomplete statements in the permit application;
- (2) Non-compliance with this chapter;
- (3) Permittee's physical presence or presence of permittee's facilities on, over, above, along, upon, under, across, or within the rights-of-way presents a direct or imminent threat to the public health, safety, or welfare; or

(4) Permittee's failure to construct the facilities substantially in accordance with the permit and approved plans.

(B) Notice of revocation or suspension. The city shall send written notice of its intent to revoke or suspend a permit issued pursuant to this chapter stating the reason or reasons for the revocation or suspension and the alternatives available to permittee under this section.

(C) Permittee alternatives upon receipt of notice of revocation or suspension. Upon receipt of a written notice of revocation or suspension from the city, the permittee shall have the following options:

(1) Immediately provide the city with evidence that no cause exists for the revocation or suspension;

(2) Immediately correct, to the satisfaction of the city, the deficiencies stated in the written notice, providing written proof of such correction to the city within five working days after receipt of the written notice of revocation; or

(3) Immediately remove the facilities located on, over, above, along, upon, under, across, or within the rights-of-way and restore the rights-of-way to the satisfaction of the city providing written proof of such removal to the city within ten days after receipt of the written notice of revocation.

The city may, in its discretion, for good cause shown, extend the time periods provided in this section.

(D) Stop work order. In addition to the issuance of a notice of revocation or suspension, the city may issue a stop work order immediately upon discovery of any of the reasons for revocation set forth within division (A) of this section.

(E) Failure or refusal of the permittee to comply. If the permittee fails to comply with the provisions of division (C) of this section, the city or its designee may, at the option of the city: (1) correct the deficiencies; (2) upon not less than 20 days notice to the permittee, remove the subject facilities or equipment; or (3) after not less than 30 days notice to the permittee of failure to cure the non-compliance, deem them abandoned and property of the city. The permittee shall be liable in all events to the city for all costs of removal.  
(Ord. 1443, passed 12-17-07)

#### **§ 12.28.120 CHANGE OF OWNERSHIP OR OWNER'S IDENTITY OR LEGAL STATUS.**

(A) Notification of change. A utility shall notify the city no less than 30 days prior to the transfer of ownership of any facility in the right-of-way or change in identity of the utility. The new owner of the utility or the facility shall have all the obligations and privileges enjoyed by the former owner under the permit, if any, and applicable laws, ordinances, rules and regulations, including this chapter, with respect to the work and facilities in the right-of-way.

(B) Amended permit. A new owner shall request that any current permit be amended to show current ownership. If the new owner fails to have a new or amended permit issued in its name, the new owner shall be presumed to have accepted, and agreed to be bound by, the terms and conditions of the permit if the new owner uses the facility or allows it to remain on the city's right-of-way.

(C) Insurance and bonding. All required insurance coverage or bonding must be changed to reflect the name of the new owner upon transfer.  
(Ord. 1443, passed 12-17-07)

### § 12.28.130 GENERAL CONSTRUCTION STANDARDS.

(A) Standards and principles. All construction in the right-of-way shall be consistent with applicable ordinances, codes, laws rules and regulations, and commonly recognized and accepted traffic control and construction principles, sound engineering judgment and, where applicable, the principles and standards set forth in the following IDOT publications, as amended from time to time:

- (1) Standard specifications for road and bridge construction;
- (2) Supplemental specifications and recurring special provisions;
- (3) Highway Design Manual;
- (4) Highway Standards Manual;
- (5) Standard specifications for traffic control items;
- (6) Illinois Manual on Uniform Traffic Control Devices (Ill. Adm. Code Ch. 92, § 545);
- (7) Flagger's Handbook; and
- (8) Work Site Protection Manual for Daylight Maintenance Operations.

(B) City of Crest Hill Standard Construction Details -In addition, all applicable "City Standards" shall also apply to construction in the public right of way.

(C) Interpretation of municipal standards and principles. If a discrepancy exists between or among differing principles and standards required by this chapter, the City Public Works Director or his/her designee shall determine, in the exercise of sound engineering judgment, which principles apply and such decision shall be final. If requested, the City Public Works Director or his/her designee shall state which standard or principle will apply to the construction, maintenance, or operation of a facility in the future.  
(Ord. 1443, passed 12-17-07)

### § 12.28.140 TRAFFIC CONTROL.

(A) Minimum requirements. The city's minimum requirements for traffic protection are contained in IDOT's Illinois Manual on Uniform Traffic Control Devices and this Code.

(B) Warning signs, protective devices, and flaggers. The utility is responsible for providing and installing warning signs, protective devices and flaggers, when necessary, meeting applicable federal, state, and local requirements for protection of the public and the utility's workers when performing any work on the rights-of-way.

(C) Interference with traffic. All work shall be phased so that there is minimum interference with pedestrian and vehicular traffic.

(D) Notice when access is blocked. At least 48 hours prior to beginning work that will partially or completely block access to any residence, business or institution, the utility shall notify the resident, business or institution of the approximate beginning time and duration of such work; provided, however, that in cases involving emergency repairs pursuant to § 12.28.200 of this chapter, the utility shall provide such notice as is practicable under the circumstances.

(E) Compliance. The utility shall take immediate action to correct any deficiencies in traffic protection requirements that are brought to the utility's attention by the city.  
(Ord. 1443, passed 12-17-07)

## § 12.28.150 LOCATION OF FACILITIES.

(A) As part of the permit process, the owners of the facility being installed shall gain approval from the City for the locations of utility facilities within public right of way and the location and size of cabinets and handhole being installed. The city shall have the right to control the location of these items in its right of way in order to not interfere with current or future city facilities or future or existing private utilities.

(B) General requirements. In addition to location requirements applicable to specific types of utility facilities, all utility facilities, regardless of type, shall be subject to the general location requirements of this subsection.

(1) No interference with city facilities. No utility facilities shall be placed in any location if the City Public Works Director or his/her designee determines that the proposed location will require the relocation or displacement of any of the city's utility facilities or will otherwise interfere with the operation or maintenance of any of the city's utility facilities.

(2) Minimum interference and impact. The proposed location shall cause only the minimum possible interference with the use of the right-of-way and shall cause only the minimum possible impact upon, and interference with the rights and reasonable convenience of property owners who adjoin said right-of-way.

(3) No interference with travel. No utility facility shall be placed in any location that interferes with the usual travel on such right-of-way.

(4) No limitations on visibility. No utility facility shall be placed in any location so as to limit visibility of or by users of the right-of-way.

(5) Size of utility facilities. The proposed installation shall use the smallest suitable vaults, boxes, equipment enclosures, power pedestals, and/or cabinets then in use by the facility owner, regardless of location, for the particular application.

(C) Parallel facilities located within highways.

(1) Underground parallel facilities required. Unless preemptive state law or a franchise grants the utility the right to locate parallel facilities above ground or unless a variance is otherwise granted as hereinafter provided, all utility facilities located in that portion of a right-of-way parallel to a highway or street shall be located underground.

(2) Underground parallel facilities. An underground parallel facility may be located within the right-of-way lines of a highway only if:

(a) The facility is located as near the right-of-way line as practicable and not more than eight feet (2.4m) from and parallel to the right-of-way line;

(b) A new facility may be located under the paved portion of a highway only if other locations are impracticable or inconsistent with sound engineering judgment (such as a new cable may be installed in existing conduit without disrupting the pavement); and

(c) In the case of an underground power or communications line, the facility shall be located as near the right-of-way line as practicable and not more than five feet (1.5 m) from the right-of-way line and any above-grounded appurtenance shall be located within one foot (0.3 m) of the right-of-way line or as near as practicable.

(3) Underground parallel facilities. An overhead parallel facility may be located within the right-of-way lines of a highway or street only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life;

(b) initial installation;

Capacity for the utility's foreseeable future expansion needs is provided in the

(c) Where pavement is uncurbed, poles are as remote from pavement edge as practicable with minimum distance of four feet (1.2 m) outside the outer shoulder line of the roadway and are not within the clear zone;

(d) No pole is located in the ditch line of a highway; and

(e) Any ground-mounted appurtenance is located within one foot (0.3 m) of the right-of-way line or as near as possible to the right-of-way line.

(D) Facilities crossing highways.

(1) Underground crossing facilities required. Unless preemptive state law or a franchise grants the utility the right to locate crossing facilities aboveground or unless a variance is granted as hereinafter provided, all utility facilities that cross a highway right-of-way shall be located underground.

(2) No future disruption. The construction and design of crossing facilities installed between the ditch lines or curb lines of city highways may require the incorporation of materials and protections (such as encasement or additional cover) to avoid settlement or future repairs to the roadbed resulting from the installation of such crossing facilities.

(3) Cattle passes, culverts, or drainage facilities. Crossing facilities shall not be located in cattle passes, culverts, or drainage facilities.

(4) Ninety degree crossing required. Crossing facilities shall cross at or as near to a 90-degree angle to the centerline as practicable.

(5) Overhead power or communication facility. If a variance has been granted, an overhead power or communication facility may cross a highway only if:

(a) It has a minimum vertical line clearance as required by ICC's rules entitled, "Construction of Electric Power and Communication Lines" (Ill. Adm. Code Ch. 83, 305);

(b) Poles are located within one foot of the right-of-way line of the highway and outside of the clear zone; and

(c) Overhead crossings at major intersections are avoided.

(6) Underground power or communication facility. An underground power or communication facility may cross a highway only if:

(a) The design materials and construction methods will provide maximum maintenance-free service life; and

(b) Capacity for the utility's foreseeable future expansion needs is provided in the initial installation.

(7) Markers. The city may require the utility to provide a marker at each right-of-way line where an underground facility other than a power or communication facility crosses a highway. Each marker shall identify the type of facility, the utility, and an emergency phone number. Markers may also be eliminated as provided in current federal regulations. (49 C.F.R. §192.707 (1989)).

(E) Facilities to be located within particular rights-of-way. The city may require that facilities be located within particular rights-of-way that are not highways, rather than within particular highways.

(F) Freestanding facilities.

(1) Immediately upon filing a permit application which includes a freestanding facility, the utility shall meet with the Public Works Director or his/her designee and schedule an on-site review. In accordance with the standards and purposes of this chapter, the city may restrict the location and size of any freestanding facility located within a right-of-way, as appropriate to mitigate the impact upon the right-of-way and adjoining property.

(2) The city may require any freestanding facility located within a right-of-way to be screened from view.

(G) Facilities installed above ground. Above ground facilities, including freestanding facilities, may be installed only if:

(1) No other existing facilities in the area are located underground;

(2) New underground installation is not technically feasible; and

(3) The proposed installation will be made at a location, and will employ suitable design and materials, to provide the greatest protection of aesthetic qualities of the area being traversed without adversely affecting safety. Suitable designs include, but are not limited to, self-supporting armless, single-pole construction with vertical configuration of conductors and cable. Existing utility poles and light standards shall be used wherever practicable; the installation of additional utility poles is prohibited unless the Public Works Director or his/her designee makes a written finding that it is impracticable to use existing utility poles and light standards.

(H) Facility attachments to bridges or roadway structures.

(1) Facilities may be installed as attachments to bridges or roadway structures only where the utility has demonstrated that all other means of accommodating the facility are not practicable. Other means shall include, but are not limited to, underground, underwater, independent poles, cable supports and tower supports, all of which are completely separated from the bridge or roadway structure. Facilities transmitting commodities that are volatile, flammable, corrosive, or energized, especially those under significant pressure or potential, present high degrees of risk and such installations are not permitted.

(2) A utility shall include in its request to accommodate a facility installation on a bridge or roadway structure supporting data demonstrating the impracticability of alternate routing. Approval or disapproval of an application for facility attachment to a bridge or roadway structure will be based upon the following considerations:

(a) The type, volume, pressure or voltage of the commodity to be transmitted and an evaluation of the resulting risk to persons and property in the event of damage to or failure of the facility;

(b) The type, length, value, and relative importance of the highway structure in the transportation system;

(c) The alternative routings available to the utility and their comparative practicability;

(d) The proposed method of attachment;

(e) The ability of the structure to bear the increased load of the proposed facility;

involved.

- (f) The degree of interference with bridge maintenance and painting;
- (g) The effect on the visual quality of the structure; and
- (h) The public benefit expected from the utility service as compared to the risk

(I) Appearance standards.

(J) The city may prohibit the installation of facilities in particular locations in order to preserve visual quality.

(2) A facility may be constructed only if its construction does not require extensive removal or alteration of trees or terrain features visible to the right-of-way user or to adjacent residents and property owners, and if it does not impair the aesthetic quality of the lands being traversed.  
(Ord. 1443, passed 12-17-07)

#### **§ 12.28.160 CONTRACTOR WORKFORCE IDENTIFICATION AND PUBLIC NOTIFICATION SIGNAGE.**

(A) Contractor Workforce Identification.

1. All employees of the permittee and contractor must have visible ID tag that includes the company name and logo, name of the employee, job title, signature and employee number.
2. All trucks and vehicles must have on them the company logo which is clearly visible.

(B) Public Notification Signing

1. The company will be allowed to install public notification signing of the construction.
  - a. All signing must be approved by the City.
  - b. Signs shall be installed no earlier than 5 days prior but at least 3 days minimum prior to the start of construction.
  - c. All signs must be removed 3 days after final restoration has been completed.

#### **§ 12.28.170 CONSTRUCTION METHODS AND MATERIALS.**

(A) Locates. All utilities proposing to construct, repair or maintain facilities in the city shall contact **J.U.L.I.E.** and the City's Public Works Department a minimum 3 working days prior to excavation to ascertain the presence and location of existing above-ground and underground facilities within the rights-of-way to be occupied by its existing or proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities.

(B) Standards and requirements for particular types of construction methods.

(1) Boring or jacking.

(a) Pits and shoring. Boring or jacking under rights-of-way shall be accomplished from pits located at a minimum distance specified by the City Public Works Director or his/her designee from the edge of the pavement. Pits for boring or jacking shall be excavated no more than 48 hours in advance of boring or jacking operations and backfilled within 48 hours after boring or jacking operations are completed. While pits are open, they shall be clearly marked and protected by barricades. Shoring shall be designed, erected, supported, braced, and maintained so that it will safely support all vertical and lateral loads that may be imposed upon it during the boring or jacking operation.

(b) Wet boring or jetting. Wet boring or jetting shall not be permitted under the roadway.

(c) Borings with diameters greater than six inches. Borings over six inches (0.15 m) in diameter shall be accomplished with an auger and following pipe, and the diameter of the auger shall not exceed the outside diameter of the following pipe by more than one inch (25 mm).

(d) Borings with diameters six inches or less. Borings of six inches or less in diameter may be accomplished by either jacking, guided with auger, or auger and following pipe method.

(e) Tree preservation. Any facility located within the drip line of any tree designated by the city to be preserved or protected shall be bored under or around the root system.

(2) Trenching. Trenching for facility installation, repair, or maintenance on rights-of-way shall be done in accord with the applicable portions of Section 603 of IDOT's "Standard Specifications for Road and Bridge Construction" or with city standards, whichever standards are more restrictive.

(a) Length. The length of open trench shall be kept to the practicable minimum consistent with requirements for pipe-line testing. Only one-half of any intersection may have an open trench at any time unless special permission is obtained from the City Public Works Director or his/her designee.

(b) Open trench and excavated material. Open trench and windrowed excavated material shall be protected as required by Chapter 6 of the Illinois Manual on Uniform Traffic Control Devices. Where practicable, the excavated material shall be deposited between the roadway and the trench as added protection. Excavated material shall not be allowed to remain on the paved portion of the roadway. Where right-of-way width does not allow for windrowing excavated material off the paved portion of the roadway, excavated material shall be hauled to an off-road location.

(c) Drip line of trees. The utility shall not trench within the drip line of any tree designated by the city to be preserved.

(d) Pavement cut standards. Any pavement cuts required and authorized by the city shall comply with all requirements set out in division (A)(4) below.

### (3) Backfilling.

(a) Any pit, trench, or excavation created during the installation of facilities shall be backfilled for its full width, depth, and length using methods and materials in accordance with IDOT's "Standard Specifications for Road and Bridge Construction." When excavated material is hauled away or is unsuitable for backfill, suitable granular backfill shall be used.

(b) For a period of three years from the date construction of a facility is completed, the utility shall be responsible to remove and restore any backfilled area that has settled due to construction of the facility. If so ordered by the Public Works Director or his/her designee, the utility, at its expense, shall remove any pavement and backfill material to the top of the installed facility, place and properly compact new backfill material, and restore new pavement, sidewalk, curbs, and driveways to the proper grades, as determined by the Public Works Director or his/her designee.

### (4) Pavement cuts.

(a) Pavement cuts for facility installation or repair shall be permitted on a highway only if that portion of the highway is closed to traffic. Pavement cuts for facility installation or repair shall be permitted on a street or highway only if:

1. Required by sound engineering judgment, as determined by the Public Works Director or his/her designee, where the Superintendent determines that boring is not practicable;
2. Appropriate traffic control measures are approved by the Public Works Director or his/her designee;
3. Appropriate pavement rehabilitation measures are approved by the Public Works Director or his/her designee (up to and including full width pavement resurfacing).

(b) If a variance to the limitation set forth in this division is permitted under § 12.28.210, the following requirements shall apply:

1. Any excavation under pavements shall be backfilled with flowable fill as soon as practicable, as approved by the Public Works Director or his/her designee.
2. Restoration of pavement, in kind, shall be accomplished as soon as practicable, and temporary repair with bituminous mixture shall be provided immediately. Any subsequent failure of either the temporary repair or the restoration shall be rebuilt upon notification by the city.

3. All saw cuts shall be full depth.

4. For all rights-of-way which have been reconstructed with a concrete surface/base in the last seven years, or resurfaced in the last seven years, permits shall not be issued unless such work is determined to be an emergency repair or other work considered necessary and unforeseen before the time of the reconstruction or unless a pavement cut is necessary for a J.U.L.I.E. locate.

(5) Encasement.

(a) Casing pipe shall be designed to withstand the load of the highway and any other superimposed loads. The casing shall be continuous either by one-piece fabrication or by welding or jointed installation approved by the city.

(b) The venting, if any, of any encasement shall extend within one foot (0.3 m) of the right-of-way line. No above-ground vent pipes shall be located in the area established as clear zone for that particular section of the highway.

(c) In the case of water main or service crossing, encasement shall be furnished between bore pits unless continuous pipe or city approved jointed pipe is used under the roadway. Casing may be omitted only if pipe is installed prior to highway construction and carrier pipe is continuous or mechanical joints are of a type approved by the city. Bell and spigot type pipe shall be encased regardless of installation method.

(d) In the case of gas pipelines of 60 psig or less, encasement may be eliminated.

(e) In the case of gas pipelines or petroleum products pipelines with installations of more than 60 psig, encasement may be eliminated only if: (1) extra heavy pipe is used that precludes future maintenance or repair and (2) cathodic protection of the pipe is provided.

(f) If encasement is eliminated for a gas or petroleum products pipeline, the facility shall be located so as to provide that construction does not disrupt the right-of-way.

(6) Minimum cover of underground facilities. Cover shall be provided and maintained at least in the amount specified in the following table for minimum cover for the type of facility:

<i>TYPE OF FACILITY</i>	<i>MINIMUM COVER</i>
Electric Lines	30 inches
Communication, Cable or Video Service Lines	30 Inches
Gas or Petroleum Products	36 inches
Water Line	Sufficient Cover to Provide Freeze Protection
Sanitary Sewer, Storm Sewer, or Drainage Line	Sufficient Cover to Provide Freeze Protection

(7) Area restoration. As required by the Public Works Director or his/her designee, and to the extent practicable, all areas disturbed by the work of installing the facilities shall be restored to their original configuration and condition. Where necessary, grassy areas shall be reseeded.

(C) Standards and requirements for particular types of facilities.

(1) Electric power or communication lines.

(a) Code compliance. Electric power or communications facilities within city rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of Ill. Adm. Code, Ch. 83, Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric Power and Communications Lines," and the National Electrical Safety Code.

(b) Overhead facilities. Overhead power or communication facilities shall use single pole

construction and, where practicable, joint use of poles shall be used. Utilities shall make every reasonable effort to design the installation so guys and braces will not be needed. Variances may be allowed if there is no feasible alternative and if guy wires are equipped with guy guards for maximum visibility.

(c) Underground facilities.

1. Cable may be installed by trenching or plowing, provided that special consideration is given to boring in order to minimize damage when crossing improved entrances and side roads.

2. If a crossing is installed by boring or jacking, encasement shall be provided between jacking or bore pits. Encasement may be eliminated only if:

a. The crossing is installed by the use of "moles," "whip augers," or other approved method which compress the earth to make the opening for cable installation; or

b. The installation is by the open trench method which is only permitted prior to roadway construction.

3. Cable shall be grounded in accordance with the National Electrical Safety Code.

4. Burial of drops. All temporary service drops placed between November 1 of the prior year and March 15 of the current year, also known as snowdrops, shall be buried by May 31 of the current year, weather permitting, unless otherwise permitted by the city. Weather permitting, utilities shall bury all temporary drops, excluding snowdrops, within ten business days after placement.

(2) Underground facilities other than electric power or communication lines. Underground facilities other than electric power or communication lines may be installed by:

(a) The use of "moles," "whip augers," or other approved methods which compress the earth to move the opening for the pipe;

(b) Jacking or boring with vented encasement provided between the ditch lines or toes of slopes of the highway;

(c) Open trench with vented encasement between ultimate ditch lines or toes of slopes, but only if prior to roadway construction; or

(d) Tunneling with vented encasement, but only if installation is not possible by other means.

(3) Gas transmission, distribution and service. Gas pipelines within rights-of-way shall be constructed, maintained, and operated in a city-approved manner and in conformance with the Federal Code of the Office of Pipeline Safety Operations, Department of Transportation, Part 192 -Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards (49 CFR § 192), IDOT's "Standard Specifications for Road and Bridge Construction," and all other applicable laws, rules, and regulations.

(4) Petroleum products pipelines. Petroleum products pipelines within rights-of-way shall conform to the applicable sections of ANSI Standard Code for Pressure Piping. (Liquid Petroleum Transportation Piping Systems ANSI-B 31.4).

(5) Waterlines, sanitary sewer lines, storm water sewer lines or drainage lines. Water lines, sanitary sewer lines, storm sewer lines, and drainage lines within rights-of-way shall meet or exceed the recommendations of the current "Standard Specifications for Water and Sewer Main Construction in Illinois."

(6) Ground mounted appurtenances. Ground mounted appurtenances to overhead or underground facilities, when permitted within a right-of-way, shall be provided with a vegetation-free area extending one foot (305 mm) in width beyond the appurtenance in all directions. The vegetation-free area may be provided by an extension of the mounting pad, or by heavy duty plastic or similar material approved by the Public Works Director or his/her designee. With the approval of the Public Works Director or his/her designee, shrubbery surrounding the appurtenance may be used in place of vegetation-free area. The housing for ground-mounted appurtenances shall be painted a neutral color to blend with the surroundings.

(D) Materials.

(1) General standards. The materials used in constructing facilities within rights-of-way shall be those meeting the accepted standards of the appropriate industry, the applicable portions of IDOT's "Standards Specifications for Road and Bridge Construction," the requirements of the Illinois Commerce Commission, or the standards established by other official regulatory agencies for the appropriate industry.

(2) Material storage on right-of-way. No material shall be stored on the right-of-way without the prior written approval of the City Public Works Director or his/her designee. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the right-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to right-of-way maintenance or damage to the right-of-way and other property. If material is to be stored on right-of-way, prior approval must be obtained from the city.

(3) Hazardous materials. The plans submitted by the utility to the city shall identify any hazardous materials that may be involved in the construction of the new facilities or removal of any existing facilities.

(E) Operational restrictions.

(1) Construction operations on rights-of-way may, at the discretion of the city, be required to be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

(2) These restrictions may be waived by the Public Works Director or his/her designee when emergency work is required to restore vital utility services.

(3) Unless otherwise permitted by the city, the hours of construction are those set forth in § 9.42.035 of this Code.

(F) Location of existing facilities. Any utility proposing to construct facilities in the city shall contact **J.U.L.I.E.** and ascertain the presence and location of existing above ground and underground facilities within the rights-of-way to be occupied by its proposed facilities. The city will make its permit records available to a utility for the purpose of identifying possible facilities. When notified of an excavation or when requested by the city or by **J.U.L.I.E.**, a utility shall locate and physically mark its underground facilities within 48 hours, excluding weekends and holidays, in accordance with the Illinois Underground Facilities Damage Prevention Act (ILCS, Ch. 220, Act 50, §§ et seq.) (Ord. 1443, passed 12-17-07)

## § 12.28.180 VEGETATION CONTROL.

(A) Electric utilities - compliance with state laws and regulations. An electric utility shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations, and additionally, with such local franchise or other agreement with the city as permitted by law.

(B) Other utilities - tree trimming permit required. Tree trimming that is done by any other utility with facilities in the right-of-way and that is not performed pursuant to applicable Illinois laws and regulations specifically governing same, shall not be considered a normal maintenance operation, but shall require the application for, and the issuance of, a permit, in addition to any other permit required under this chapter.

(1) Application for tree trimming permit. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished.

(2) Damage to trees. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The city will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The city may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition.

(C) Specimen trees or trees of special significance. The city may require that special measures be taken to preserve specimen trees or trees of special significance. The required measures may consist of higher poles, side arm extensions, covered wire or other means.

(D) Chemical use.

(1) Except as provided in the following paragraph, no utility shall spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the city for any purpose, including the control of growth, insects or disease.

(2) Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the utility demonstrates to the satisfaction of the Public Works Director or his/her designee that such spraying is the only practicable method of vegetation control.

(Ord. 1443, passed 12-17-07)

## § 12.28.190 REMOVAL, RELOCATION, OR MODIFICATIONS OF UTILITY FACILITIES.

(A) Notice. Within 90 days following written notice from the city, a utility shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any utility facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any city improvement in or upon, or the operations of the city in or upon, the rights-of-way.

(B) Removal of unauthorized facilities. Within 30 days following written notice from the city, any utility that owns, controls, or maintains any unauthorized facility or related appurtenances within the rights-of-way shall, at its own expense, remove all or any part of such facilities or appurtenances from the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

(1) Upon expiration or termination of the permittee's license or franchise, unless otherwise permitted by applicable law;

(2) If the facility was constructed or installed without the prior grant of a license or franchise, if required;

(3) If the facility was constructed or installed without prior issuance of a required permit in violation of this chapter; or

(4) If the facility was constructed or installed at a location not permitted by the permittee's license or franchise.

(C) Emergency removal or relocation of facilities. The city retains the right and privilege to cut or move any facilities located within the rights-of-way of the city, as the city may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the utility, if known, prior to cutting or removing a facility and shall notify the utility, if known, after cutting or removing a facility.

(D) Abandonment of facilities. Upon abandonment of a facility within the rights-of-way of the city, the utility shall notify the city within 90 days. Following receipt of such notice the city may direct the utility to remove all or any portion of the facility if the City Public Works Director or his/her designee determines that such removal will be in the best interest of the public health, safety and welfare. In the event that the city does not direct the utility that abandoned the facility to remove it, by giving notice of abandonment to the city, the abandoning utility shall be deemed to consent to the alteration or removal of all or any portion of the facility by another utility or person. (Ord. 1443, passed 12-17-07)

#### **§ 12.28.200 CLEAN-UP AND RESTORATION.**

The utility shall remove all excess material and restore all turf and terrain and other property within ten days after any portion of the rights-of-way are disturbed, damaged or destroyed due to construction or maintenance by the utility, all to the satisfaction of the city. This includes restoration of entrances and side roads. Restoration of roadway surfaces shall be made using materials and methods approved by the City Public Works Director or his/her designee. Such cleanup and repair may be required to consist of backfilling, regrading, reseeding, resodding, or any other requirement to restore the right-of-way to a condition substantially equivalent to that which existed prior to the commencement of the project. The time period provided in this section may be extended by the City Public Works Director or his/her designee for good cause shown. (Ord. 1443, passed 12-17-07)

#### **§ 12.28.210 MAINTENANCE AND EMERGENCY MAINTENANCE.**

(A) General. Facilities on, over, above, along, upon, under, across, or within rights-of-way are to be maintained by or for the utility in a manner satisfactory to the city and at the utility's expense.

(B) Emergency maintenance procedures. Emergencies may justify non-compliance with normal procedures for securing a permit:

(I) If an emergency creates a hazard on the traveled portion of the right-of-way, the utility shall take immediate steps to provide all necessary protection for traffic on the highway or the public on the right-of-way including the use of signs, lights, barricades or flaggers. If a hazard does not exist on the traveled way, but the nature of the emergency is such as to require the parking on the shoulder of

equipment required in repair operations, adequate signs and lights shall be provided. Parking on the shoulder in such an emergency will only be permitted when no other means of access to the facility is available.

(2) In an emergency, the utility shall, as soon as possible, notify the City Public Works Director or his/her designee or his or her duly authorized agent of the emergency, informing him or her as to what steps have been taken for protection of the traveling public and what will be required to make the necessary repairs. If the nature of the emergency will interfere with the free movement of traffic, the city police shall be notified immediately.

(3) In an emergency, the utility shall use all means at hand to complete repairs as rapidly as practicable and with the least inconvenience to the traveling public.

(C) Emergency repairs. The utility must file in writing with the city a description of the repairs undertaken in the right-of-way within 48 hours after an emergency repair.  
(Ord. 1443, passed 12-17-07)

#### § 12.28.220 **AS BUILT PLANS**

- A. Purpose: The purpose of this section is to establish a condition of the permit for the permittee to provide the city with a copy of the As built plans in GIS format within 60 calendar days after the project is completed.

#### § 12.28.230 **SMALL WIRELESS FACILITIES.**

- A. Purpose: The purpose of this section is to establish standards for the location, installation, and maintenance of small wireless facilities in compliance with the Illinois Small Wireless Facilities Deployment Act and City standards. Small wireless facilities shall be subject to the requirements of this section, this chapter, and Federal law.
- B. Definitions: Words or phrases in this section that are not defined in this subsection B or in section 12.28-020 of this chapter shall have the meanings ascribed to them in the Illinois Small Wireless Facilities Deployment Act. The following words and phrases have the meanings ascribed to them:

**ANTENNA:** Means communications equipment that transmits or receives electromagnetic radio frequency signals used in the provision of wireless services.

**COLLOCATE OR COLLOCATION:** Means to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

**MICRO WIRELESS FACILITY:** Means a small wireless facility that is not larger in dimension than twenty four inches (24") in length, fifteen inches (15") in width, and twelve inches (12") in height and that has an exterior antenna, if any, no longer than eleven inches (11").

**RIGHT-OF-WAY OR ROW:** For the purposes of collocation of small wireless facilities, means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use, and does not include City-owned aerial lines.

**SWF ACT:** Means the Illinois Small Wireless Facilities Deployment Act, 50 Illinois Compiled Statutes 835/1 et seq.

**SMALL WIRELESS FACILITY OR SWF:** Means a wireless facility that meets both of the following qualifications: 1) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six (6) cubic feet; and 2) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than twenty five (25) cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

**UTILITY POLE:** Means a pole or similar structure that is used in whole or in part by communications service provider or for electric distribution, lighting, traffic control, or a similar function.

**WIRELESS FACILITY:** Means equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: 1) equipment associated with wireless communications and 2) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include the structure or improvements on, under, or within which the equipment is collocated or wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

**WIRELESS INFRASTRUCTURE PROVIDER:** Means any entity authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the City.

**WIRELESS PROVIDER:** Means a wireless infrastructure provider or a wireless services provider.

**WIRELESS SERVICES:** Means any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using licensed or unlicensed spectrum, whether at a fixed location or mobile, using wireless facilities.

**WIRELESS SERVICES PROVIDER:** Means an entity that provides wireless services.

**WIRELESS SUPPORT STRUCTURE:** Means a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. "Wireless support structure" does not include a utility pole.

C. **Permit Required:** No SWF may be installed within the City unless a permit is first obtained in accordance with the provisions of this chapter; provided, however, that micro wireless facilities may be subject to the limited permitting requirements of subsection Q of this section.

D. **Permit Application:** All applicants for a permit to install an SWF within the City must submit a written permit application to the Director of Public Works by personal delivery, on a form provided by the City. The permit application must include the following information and the information required by section 7-5-4 of this chapter, as applicable:

1. **Contact Information:** The names and contact information of the wireless services provider and the wireless infrastructure provider if any.

2. **Description:** A description and depiction of the wireless services provider's existing SWFs located within the City.

3. **Location, Photographs:** The location where each proposed small wireless facility or utility pole would be installed, including photographs of the location and its surroundings, depicting the utility poles or structures on which each proposed small wireless facility would be mounted or the location where a utility pole

would be installed.

4. Specifications, Drawings: Specifications and drawings prepared by a licensed professional structural engineer for each proposed SWF as it is proposed to be installed, with a certification that each SWF complies with all applicable size and location standards.

5. Structural Analysis: A site-specific structural analysis for each location by a licensed professional structural engineer as well as any make-ready analysis for a City utility pole that includes addressing the acceptability of the site for factors such as pole loading from existing utility equipment and conductors as well as the small wireless facility.

6. Equipment, Model Numbers: The equipment type and model numbers for the antennas and all other wireless equipment associated with each proposed SWF.

7. Number: The total number of SWFs the wireless services provider estimates it will seek within the City.

8. Schedule: A proposed schedule for the installation and completion of each proposed SWF, if approved.

9. Proof Of Insurance: Proof of insurance coverage of the types and amount set forth in section 7-5-8 of this chapter.

10. Certification Of SWF Act Compliance: A certification that the proposed SWF complies with subsection 15(d)(6) of the SWF Act and this chapter.

11. Application Fees: An application fee in the amount established in the amount of: a) six hundred fifty dollars (\$650.00) for a single SWF, or b) three hundred fifty dollars (\$350.00) for each proposed SWF if the application includes two (2) or more SWFs, or c) one thousand dollars (\$1,000.00) for each SWF that includes the installation of a new utility pole.

12. Owner, Co-Owner Certification: A certification from the owner or co-owner of the utility pole or wireless support structure that the owner or co-owner has approved installation of an SWF on the utility pole or wireless support structure.

D. Review Of Application: Applications will be reviewed in accordance with the following process, except that the Director of Public Works may alter the review process for an application as appropriate based on the elements of that application; provided, however, that the review process will be consistent with the SWF Act:

1. Determination Of Completeness: Within thirty (30) days after an application is filed, the Director of Public Works will determine whether the application is complete. The Director of Public Works will notify the applicant of his or her determination. If an application is not complete, then the Director of Public Works will identify the missing information.

2. Processing Time Period: The Director of Public Works will process a complete application to collocate: a) an SWF on an existing utility pole or wireless support structure within ninety (90) days, and b) an SWF on a new utility pole within one hundred twenty (120) days.

3. Approvals; Permits; Duration: The Director of Public Works will approve an application and issue a permit if it meets all requirements of the SWF Act and applicable City Code requirements. All collocation under the permit must be completed within one hundred eighty (180) days after issuance of the permit, unless otherwise mutually agreed or for reasons authorized under the SWF Act. A permit is valid for five (5) years.

4. Renewal: When the permit expires, the City will renew the permit except if the City determines the SWF does not conform to any applicable Federal, State, or local code or regulation. The wireless provider must provide all reports, plans, and other documents and data necessary for the City to determine

conformance of the SWF.

5. Denial: The Director of Public Works will deny an application if it does not meet all requirements of the SWF Act and applicable requirements of this Code. The Director of Public Works will notify the applicant of the denial and the reason or reasons for the denial.

6. Extensions Of Time: The time period for applications may be tolled by express written agreement of the applicant and the City or a local, State, or Federal disaster declaration or similar emergency that causes the delay.

F. Guidance On SWF Locations: Based on various factors including, among others, public safety, existing utility poles and wireless facilities, and potential adverse impacts, the applicant must consider collocation in these locations, with the items listed from most preferable to least preferable:

1. Public Utilities' Poles: Utility poles owned or maintained by ComEd or other public utilities.
2. City Poles: City-owned utility poles other than light poles or standards (whether existing or to be installed) in the following order of priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.
3. Privately Owned Poles: Privately-owned utility poles, but only in locations approved by the City.
4. City Light Poles: City-owned light poles or standards (whether existing or to be installed) in the following priority: a) within an arterial street right-of-way, b) within a parking lot or on other property related to a governmental or institutional use, and c) within a collector street right-of-way.
5. Other Poles; Nonresidential: Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any non-residential property.
6. Other Poles; Residential: Utility poles, regardless of ownership, located in a rear yard (or abutting easement) of any residential dwelling.

G. Decorative Utility Poles; Concealment Of SWF: If the Director of Public Works determines that an SWF proposed by the applicant would have an unduly adverse impact on the abutting area unless the SWF is collocated on a decorative pole or is concealed, then the Director of Public Works may require, as a condition of approval of that SWF, a decorative utility pole or concealment. The Director of Public Works or a designee may meet with the applicant to determine the plans for the SWF under that circumstance. If an agreement on plans cannot be reached, then the Director of Public Works may deny the permit for that proposed SWF.

H. Prohibited Locations: SWFs are prohibited at the following locations except as otherwise required by applicable law:

1. Residential Property: On any property classified in a residential district under the City's zoning ordinance.
2. Private Property: On any privately-owned property except with the approval of the City.
3. Government Property: On any property owned or controlled by a unit of local government that is not located within rights-of-way, except with the permission of the local government and approval of the City.
4. Poles With Equipment: On any utility pole that includes equipment such as capacitor banks, transformers, cable terminals, cable rises, fuses, or disconnects.

I. Size, Height, And Location Of Components:

1. Volume: No element of an SWF may exceed six (6) cubic feet in volume and all other wireless equipment attached directly to a utility pole associated with the SWF is cumulatively not more than twenty five (25) cubic feet.
2. Height Above Pole: No element of an SWF may extend more than ten feet (10') above a utility pole or wireless support structure on which it is collocated.
3. New Utility Pole, Wireless Support Structure Height: A new or replacement utility pole or a new wireless support structure on which an SWF will be collocated may not exceed the higher of: a) ten feet (10') in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place as of the date the application is submitted to the City, that is located within three hundred feet (300') of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the City, or b) forty five feet (45') above ground level.
4. New Utility Pole Location: No new utility pole may be constructed for an SWF within one hundred

feet (100') of an existing utility pole that the applicant may use on reasonable terms and conditions and without undue technical limits or undue additional costs.

J. Color: Antennas and equipment cabinets must be in colors harmonious with, and that blend with, the natural features, buildings and structures that surround such antenna and supporting structures, as well as the utility poles or wireless support structures to which they are attached, as determined by the Director of Public Works. Any wiring or cables must be covered with an appropriate cover.

K. Landscaping: The immediate area around any ground-mounted equipment or cabinets must be landscaped in a manner that largely screens the equipment and cabinets.

L. Safety Requirements:

1. Mounting Strength: The strength and sufficiency of the support structure, and the mounting of the antenna and related equipment, must be verified and stamped by a licensed structural engineer on the drawing required under subsection D of this section.

2. Guy Wires Prohibited: No guy wire or other support wires may be used in connection with an SWF antenna or its related equipment except for preexisting guy wires or other support wires on a preexisting wireless support structure.

3. Grounding: An SWF antenna and related structure must be bonded to a ground rod.

4. Emergency Disconnection: An SWF antenna must have an emergency disconnect.

5. Lighting: No SWF may be lighted unless required by the Federal Aviation Administration or other Federal or State agency with jurisdiction and authority.

6. Signs And Advertising: Unless required by Federal or State law, or by a rule of a Federal or State regulatory agency with jurisdiction and authority, no markings, signs, or advertising of any kind may be placed on any SWF component except unobtrusive identification or location markings.

7. Building Codes And Safety Standards: An SWF must meet or exceed: a) all requirements of this Code, b) all other applicable local and State Building Codes and Electrical Codes, c) and industry standards.

8. Regulatory Compliance: Each SWF and wireless facility must meet or exceed current standards and regulations of the Federal Communications Commission, the Federal Aviation Administration, and any other Federal or State agency with jurisdiction and authority.

9. Utility Worker Safety: Prior to the commencement of SWF construction, the wireless provider must provide the City with any required safety precautions for individuals working on or near the SWF. If refresher training, personal protective equipment, or tools are required for safety purposes related to an SWF collocated on a City-owned utility pole, then the wireless services provider must reimburse the City for all of its actual costs of those elements.

10. The permit package shall include a NIER report that shows that the installation is within the 1998 health laws governing emissions.

M. IDOT, Will County Approvals: The applicant must provide proof of concurrence of IDOT or Will County for the use of City utility poles located on State or County roads.

N. Abandonment: Any SWF that has been abandoned or is being used for a purpose other than its original purpose must be removed at the owner's expense. Abandonment includes, without limitation, any SWF that is not operated for a continuous period of twelve (12) months, or is otherwise out of operation or repair for any reason, or used for a purpose other than its original purpose. Notice to the owner of the facility must be given in compliance with the requirements of the SWF Act, and the owner must remove the facility within ninety (90) days of such notice.

O. Collocation On City Utility Poles:

1. Rates And Fees For Use Of City Utility Pole: The City will set and charge nondiscriminatory rates and fees for collocation on City utility poles. The City will keep a written schedule of rates and fees in the Office of the City Clerk.

2. Annual Rate: Each wireless services provider must pay an annual fee of two hundred dollars (\$200.00) for each SWF located on a City utility pole in right-of-way or the actual, direct, and reasonable costs related to the wireless provider's use of space on the City's utility pole and an annual fee of three thousand six hundred dollars

(\$3,600.00) for each SWF on City property not located in right-of-way.

3. **Operating Agreement:** Prior to commencement of SWF construction on a City-owned utility pole, the owner must develop an operating agreement satisfactory to the Director of Public Works. The agreement must include protocols for emergency response and for maintenance of the utility pole and include emergency contacts, a contact for public inquires, the utility billing address, and the legal address of the wireless services provider.

P. **SWF Equipment Replacement:** The wireless provider must notify the City at least ten (10) days prior to a planned equipment replacement and provide the equipment specifications. The replacement equipment must be the same size and/or smaller than the original installation.

Q. **Right-Of-Way Permit:** The wireless provider must secure a permit for any activities in the right-of-way that affect traffic patterns or require lane closures.

R. **General Standards:**

1. **No Interference:** Every wireless provider's operation of a wireless facility must not interfere with the frequencies used by any public safety agency for public safety communications. The wireless provider must install SWFs of the type and frequency that will not cause interference with any public safety agency's communications equipment. Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

2. **Curing Interference:** If an SWF causes interference and the wireless provider has been given written notice of the interference by the City or public safety agency, then the wireless provider, at its expense, must take all reasonable steps necessary to correct and eliminate the interference, including, without limitation, powering down the SWF and later powering it up for intermittent testing, if necessary. The City may terminate a permit for an SWF based on interference if the wireless provider is not making a good faith effort to remedy the problem in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC, including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

3. **Compliance With Contract Terms:** Every wireless provider must comply with all requirements imposed by a contract between the City and a private property owner that concern design or construction standards applicable to utility poles and to ground-mounted equipment located in right-of-way.

4. **Spacing:** Every wireless provider must comply with spacing requirements in this section or any other applicable City code or ordinance concerning the location of ground-mounted equipment located in the right-of-way. A wireless provider may apply for a variation of a spacing requirement.

5. **Undergrounding:** Every wireless provider must comply with all City codes and regulations regarding undergrounding of utilities and facilities that prohibit installation of new, or modification of existing, utility poles in a right-of-way. A wireless provider may apply for a variation of an undergrounding requirement.

6. **General City Standards:** Every wireless provider must comply with generally applicable City standards for construction and public safety in the rights-of-way, including, without limitation, wiring and cabling requirements, grounding requirements, utility pole extension requirements, and sign restrictions. Every wireless provider must comply with all City regulations applicable to the location, size, surface area and height of wireless facilities and the abandonment and removal of SWFs.

7. **Poles For Electricity Distribution:** No wireless services provider may collocate an SWF on a City utility pole that is part of an electricity distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the utility pole, except that the antenna and support equipment of the SWF may be located in the communications space on the City's utility pole and on the top of the utility pole if no other utility pole is available and the wireless provider complies with applicable codes for work involving the top of the utility pole. The terms "communications space", "communication worker safety zone", and "electric supply zone" shall have the meanings contained in the National Electric Safety Code.

8. **Public Safety Codes:** Every wireless provider must comply with all applicable State, County, and City codes, ordinances, and regulations that concern public safety.

9. **Decorative, Stealth, And Concealment Standards:** Every wireless provider must comply with the City's generally applicable written standards for decorative utility poles, and the City's generally applicable standards regarding stealth, concealment, and aesthetics governing occupiers of the right-of-way, including the City's design or concealment measures in a historic district or regarding a historic landmark.

10. Insurance: Every wireless provider must provide insurance as provided in section 7-5-8 of this chapter.

11. Indemnification: Every wireless provider must indemnify the City as provided in section 7-5-9 of this chapter.

S. Installation And Maintenance Of Wireless Facilities: Each wireless provider must construct, install, and maintain all wireless facilities in accordance with the standards set forth in this chapter. (Ord. O2018-29, 7-16-2018)

#### **§ 12.28.240 VARIANCES.**

(A) Request for variance. A utility requesting a variance from one or more of the provisions of this chapter must do so in writing to the City Public Works Director or his/her designee as a part of the permit application. The request shall identify each provision of this chapter from which a variance is requested and the reasons why a variance should be granted.

(B) Authority to grant variances. The City Public Works Director or his/her designee shall decide whether a variance is authorized for each provision of this chapter identified in the variance request on an individual basis.

(C) Conditions for granting of variance. The City Public Works Director or his/her designee may authorize a variance only if the utility requesting the variance has demonstrated that:

(1) One or more conditions not under the control of the utility (such as terrain features or an irregular right-of-way line) create a special hardship that would make enforcement of the provision unreasonable, given the public purposes to be achieved by the provision; and

(2) All other designs, methods, materials, locations or facilities that would conform with the provision from which a variance is requested are impracticable in relation to the requested approach.

(D) Additional conditions for granting of a variance. As a condition for authorizing a variance, the City Public Works Director or his/her designee may require the utility requesting the variance to meet reasonable standards and conditions that may or may not be expressly contained within this chapter but which carry out the purposes of this chapter.

(E) Right to appeal. Any utility aggrieved by any order, requirement, decision or determination, including denial of a variance, made by the City Public Works Director or his/her designee under the provisions of this chapter shall have the right to appeal to the City Council, or such other board or commission as it may designate. The application for appeal shall be submitted in writing to the City Clerk within 30 days after the date of such order, requirement, decision or determination. The City Council shall commence its consideration of the appeal at the Council's next regularly scheduled meeting occurring at least seven days after the filing of the appeal. The City Council shall timely decide the appeal.

(Ord. 1443, passed 12-17-07)

### § 12.28.250 PENALTIES.

Any person who violates, disobeys, *omits*, neglects or refuses to comply with any of the provisions of this chapter shall be subject to fine in accordance with the penalty provisions of this Code. There may be times when the city will incur delay or other costs, including third party claims, because the utility will not or cannot perform its duties under its permit and this chapter. Unless the utility shows that another allocation of the cost of undertaking the requested action is appropriate, the utility shall bear the city's costs of damages and its costs of installing, maintaining, modifying, relocating, or removing the facility that is the subject of the permit. No other administrative agency or commission may review or overrule a permit related cost apportionment of the city. Sanctions may be imposed upon a utility that does not pay the costs apportioned to it.

(Ord. 1443, passed 12-17-07)

### § 12.28.260 ENFORCEMENT.

Nothing in this chapter shall be construed as limiting any additional or further remedies that the city may have for enforcement of this chapter.

(Ord. 1443, passed 12-17-07)

### § 12.28.270 SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

(Ord. 1443, passed 12-17-07)

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

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

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

**[LEFT INTENTIONALLY BLANK]**

PASSED THIS 1<sup>ST</sup> DAY OF DECEMBER, 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				

Christine Vershay-Hall, City Clerk

APPROVED THIS 1<sup>ST</sup> DAY OF DECEMBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

## CREST HILL PLAN COMMISSION

NOVEMBER 13, 2025

REPORT OF PROCEEDINGS had in the  
above-entitled matter, at 20600 City Center  
Boulevard, Crest Hill, Illinois, commencing at  
7:00 o'clock p.m. on the 13th day of  
November, 2025.

## BEFORE:

Bill Thomas, Chairman  
John Stanton, Commissioner  
Gordon Butler, Commissioner  
Jeff Peterson, Commissioner  
Ken Carroll, Commissioner  
Daniel Ritter, Community/Economic Development  
Director  
Samantha Tilley, Executive Secretary  
Atefa Ghanawi, City Planner

1 CHAIRMAN THOMAS: Okay. Good evening. I  
2 would like to call the November 13th, 2025 Plan  
3 Commission meeting to order at 7:00 p.m.

4 Please stand if you are able for the  
5 Pledge of Allegiance.

6 (Pledge of Allegiance.)

7 CHAIRMAN THOMAS: Thank you.

8 Roll call, please.

9 SAMANTHA TILLEY: Bill Thomas?

10 CHAIRMAN THOMAS: Here.

11 SAMANTHA TILLEY: Ken Carroll?

12 COMMISSIONER CARROLL: Here.

13 SAMANTHA TILLEY: Gordon Butler?

14 COMMISSIONER BUTLER: Here.

15 SAMANTHA TILLEY: Marty Flynn?

16 (No response.)

17 SAMANTHA TILLEY: John Stanton?

18 COMMISSIONER STANTON: Here.

19 SAMANTHA TILLEY: Cheryl Slabozeski?

20 (No response.)

21 SAMANTHA TILLEY: And Jeff Peterson?

22 COMMISSIONER PETERSON: Here.

23 CHAIRMAN THOMAS: Okay. Thank you.

24 And also sitting up here tonight with the

1 commissioners is Daniel Ritter, our Community and  
2 Economic Development Director and Atefa, our City  
3 Planner.

4 So first order of business is to approve  
5 the minutes from the Plan Commission meeting held  
6 on October 9th, 2025.

7 Roll call -- motion first. I'm sorry.  
8 Let's get that in the right order.

9 Motion to approve?

10 COMMISSIONER CARROLL: So moved.

11 CHAIRMAN THOMAS: Motion by Commissioner  
12 Carroll.

13 COMMISSIONER BUTLER: Second.

14 CHAIRMAN THOMAS: Second by Commissioner  
15 Butler.

16 Roll call, please.

17 SAMANTHA TILLEY: Ken Carroll?

18 COMMISSIONER CARROLL: Yes.

19 SAMANTHA TILLEY: Gordon Butler?

20 COMMISSIONER BUTLER: Yes.

21 SAMANTHA TILLEY: Jeff Peterson?

22 COMMISSIONER PETERSON: Yes.

23 SAMANTHA TILLEY: John Stanton?

24 COMMISSIONER STANTON: Yes.

1 SAMANTHA TILLEY: And Bill Thomas?

2 CHAIRMAN THOMAS: Yes.

3 SAMANTHA TILLEY: Motion carried.

4 CHAIRMAN THOMAS: Okay. We have one case  
5 on the agenda for tonight. It is a public hearing  
6 and consideration of petitions plat of subdivision  
7 Case Number SU-25-4-11-1 and Case V-25-4-11-1, a  
8 request of the City of Crest Hill seeking special  
9 approval from the City of Crest Hill Subdivision  
10 Zoning Ordinance and City Code to subdivide the  
11 subject property into two lots; a special use  
12 permit for an existing park and playground with  
13 multiple variations from Table 1 of the  
14 Residential Zoning Districts and Standards for  
15 nonresidential uses in an R1 Single-Family  
16 Residence District, and Section 8.3-8, permitted  
17 obstructions in yards of the Crest Hill Zoning  
18 Ordinance and a variation from Section 15.12.067,  
19 on-premises signs, Chapter 15.12 sign code of the  
20 Crest Hill City of Ordinances to bring the  
21 conditions of the subject property in compliance  
22 for the existing public playground located on the  
23 8,176 square foot R1 Single-Family Residence  
24 District zoned property known as the Stanley

1 Gustafson Park and located at 2227 Parkrose Street  
2 in Crest Hill, Illinois with no site improvements  
3 proposed in this application.

4 Samantha, is the paperwork in order?

5 SAMANTHA TILLEY: All necessary paperwork  
6 is in order.

7 CHAIRMAN THOMAS: Okay. Then I would  
8 like to have a motion to open the public hearing  
9 for Case SU-25-4-11-1 and V-25-4-11-1.

10 Motion please.

11 COMMISSIONER PETERSON: I'll make that  
12 motion.

13 CHAIRMAN THOMAS: Motion by Commissioner  
14 Peterson.

15 COMMISSIONER STANTON: Second.

16 CHAIRMAN THOMAS: Second by Commissioner  
17 Stanton.

18 Roll call, please.

19 SAMANTHA TILLEY: Jeff Peterson?

20 COMMISSIONER PETERSON: Yes.

21 SAMANTHA TILLEY: John Stanton?

22 COMMISSIONER STANTON: Yes.

23 SAMANTHA TILLEY: Ken Carroll?

24 COMMISSIONER CARROLL: Yes.

1 SAMANTHA TILLEY: Gordon Butler?

2 COMMISSIONER BUTLER: Yes.

3 SAMANTHA TILLEY: And Bill Thomas?

4 CHAIRMAN THOMAS: Yes.

5 SAMANTHA TILLEY: Motion carried.

6 CHAIRMAN THOMAS: Public hearing opened  
7 at 7:04.

8 I would like to ask our City Planner,  
9 Atefa, to present the specifics of this case.

10 ATEFA GHAZNAWI: Thank you, Mr. Chairman.

11 The applicant for this application is the  
12 City of Crest Hill and at tonight's meeting I will  
13 try to obtain a plan of development and I am  
14 presenting this application on behalf of the City.

15 The City of Crest Hill is requesting  
16 consideration of petitions, building and  
17 preliminary and final plat of subdivision, a  
18 special use and variations request for the subject  
19 property located at 2227 Parkrose Street in Crest  
20 Hill. The City is proposing to subdivide the  
21 subject property into two lots to separate the  
22 existing public park and playground from the City  
23 Water and utility structure, request a special use  
24 approval for the existing public park and

1 playground known as Stanley Gustafson Park, and  
2 request multiple variations from the Crest Hill  
3 Zoning Ordinance and the Crest Hill Code of  
4 Ordinances to bring the existing conditions of the  
5 subject property into compliance. No site  
6 improvements are proposed in this application.

7 The subject property is a corner lot and  
8 consists of an existing public park and playground  
9 known as Stanley Gustafson Park and a one-story  
10 block building used as City Well Utility Pump No.  
11 4, located at the south corner of Parkrose Street  
12 and Webb Street, facing Webb Street.

13 THE COURT REPORTER: I'm sorry. Ma'am,  
14 I'm sorry. Could you just slow down a tiny bit?  
15 I'm sorry. Thank you.

16 ATEFA GHAZNAWI: Okay. Should I do it  
17 again?

18 THE COURT REPORTER: No. That's okay.  
19 If you could just slow down. Thank you.

20 ATEFA GHAZNAWI: The subject property is  
21 a corner lot and consists of an existing public  
22 park and playground known as Stanley Gustafson  
23 Park and a one-story block building used as City  
24 Water Utility Well No. 4 located at south corner

1 of Parkrose Street and Webb street, facing Webb  
2 Street. The entire subject property is --

3 Is that okay?

4 THE COURT REPORTER: Yes.

5 ATEFA GHAZNAWI: Okay. Better now?

6 Okay.

7 The entire subject property is owned by  
8 the City of Crest Hill and the existing public  
9 park and playground is maintained by the Lockport  
10 Township Park District. The original development  
11 and ongoing maintenance of the park has been done  
12 via an informal agreement for many years.  
13 However, the Park District has requested the  
14 formal transfer of the land as it ensures they  
15 have proper maintenance, insurance, and control of  
16 the land. It also allows them to potentially  
17 obtain grants or other public funding to improve  
18 the land in the future. The transfer benefits the  
19 City as well to avoid any legal complications of  
20 owning the underlying land that is controlled by  
21 another taxing body.

22 If the final plat of subdivision, special  
23 use and variations request are approved by the  
24 City Council, the ownership of the existing public

1 park and playground is to be formally transferred  
2 to the Lockport Township Park District under a  
3 separate agreement.

4 Application documents submitted include  
5 Exhibit C, application for development; Exhibit D,  
6 legal description; Exhibit E, list of requested  
7 variations; Exhibit F, subject property photos of  
8 existing condition; Exhibit G, response to  
9 standards for special use; Exhibit H, response to  
10 standards for variations; Exhibit I, final plat of  
11 subdivision and plat of survey prepared by  
12 Robinson Engineering, LTD, dated  
13 September 22nd, 2025.

14 To subdivide the subject property into  
15 two lots and bring the existing conditions of the  
16 subject property into compliance, the applicant is  
17 seeking approval of the following petitions;  
18 preliminary and final plat of subdivision to  
19 subdivide the subject property into two lots;  
20 SU-25-4-11-1, a special use for an existing park  
21 and playground known as the Stanley Gustafson Park  
22 in the R1 Single-Family Residence District.  
23 V-25-4-11-1, two variations from Table 1  
24 Residential Zoning Districts and Standards for

1 nonresidential uses in R1 Single-Family Residence  
2 District of the Crest Hill Zoning Ordinance that  
3 decrease the minimum required lot area from 10,000  
4 square feet to 4,426 square feet and (inaudible)  
5 lot width from 75 feet to 60 feet.

6 Variations from Section 8.3-8, permitted  
7 obstructions in yards of the Crest Hill Zoning  
8 Ordinance that allow open fencing to be located in  
9 required front and corner side yard setbacks and  
10 recreational structures and equipment and require  
11 front, corner, side and interior side yard  
12 setbacks.

13 A variation from Section 15.12.067  
14 on-premises signs, Chapter 15.12 Sign Code of the  
15 Crest Hill Code of Ordinances that allows an  
16 existing off-premises sign to remain on the public  
17 right of way.

18 The Staff reviewed the existing  
19 conditions on the subject property with respect to  
20 the applicable City regulations. The Crest Hill  
21 Zoning Ordinance classifies parks and playgrounds  
22 as a special use in residential districts. To  
23 bring the existing conditions and use of the  
24 subject property into compliance, the existing

1 public park and playground must be formally  
2 established as a special use in the R1 Residence  
3 District and the above mentioned variations are  
4 required from the Crest Hill Zoning Ordinance and  
5 Code of Ordinances to address an existing -- the  
6 existing non-conformities associated with the  
7 property's specific physical characteristics. No  
8 site improvements are proposed in this  
9 application.

10 Overall, Staff believed that the subject  
11 property represents a unique circumstance within  
12 the R1 Single-Family Residence District due to the  
13 property's specific physical characteristics,  
14 community context, and public benefit. The  
15 parcel's size, shape, and location limit its  
16 suitability for residential construction while  
17 making it ideally suited for low-intensity public  
18 park and playground use. This distinct condition  
19 differentiates the subject property from typical  
20 residential lots within the R1 Single-Family  
21 Residence District.

22 Additionally, the surrounding  
23 neighborhood benefits from the presence of a  
24 small, accessible park and playground that

1 enhances the quality of life for nearby residents  
2 without introducing incompatible land uses or  
3 adverse impacts. The existing park's design,  
4 scale, and operation are consistent with the  
5 residential character of the area and serve as a  
6 complementary amenity rather than a conflicting  
7 use. These factors together create a unique and  
8 practical justification for the Stanley Gustafson  
9 Park as a special use within the R1 Single-Family  
10 Residence District. As it balances community  
11 needs and land-use compatibility and upholds the  
12 intent of the Crest Hill Zoning Ordinance to  
13 promote public health, safety and welfare.

14           Based on the findings included in the  
15 Staff report, Staff recommends that the Plan  
16 Commission recommends City Council conditional  
17 approval of the preliminary and final plat of  
18 subdivision, a special use and variation request  
19 to bring the existing conditions of the subject  
20 property into compliance subject to the project  
21 being implemented in substantial conformance with  
22 the application documents referenced in the  
23 November 13, 2025 Plan Commission Staff report for  
24 petitions, preliminary and final plat of

1 subdivision, Case Number SU-25-4-11-1 and Case  
2 Number V-25-4-11-1. Thank you.

3 DANIEL RITTER: Just really quickly, I --  
4 just as a quick summary. Obviously it's the City  
5 that's making this presentation. It's basically  
6 one lot now, it has kind of been a handshake  
7 agreement over the years that the Park District --  
8 that the park, whenever they built it, it has just  
9 kind of operated that way. Now they're obviously  
10 looking to potentially do upgrades in the future  
11 to it and looking at grants and things like that  
12 and it's just a benefit to the Park District  
13 owning the property. There's a benefit to the  
14 city not owning the property and that there's not  
15 any liability or legal concerns, so there's no  
16 changes to the site happening, but this allows us  
17 to split it into two formal lots and then the next  
18 step would be working with the City Council to  
19 formally transfer the property to the Park  
20 District so they can keep operating it as a park  
21 that benefits the community. So that's just an  
22 overall summary of what the requests are, and then  
23 obviously there's a bunch of zoning requests that  
24 go along with that because it's just not going to

1 be a standard lot. We're splitting a standard lot  
2 into two since half of it is essentially a well  
3 that the City uses and then the other half is the  
4 park. So that's all I have.

5 CHAIRMAN THOMAS: Okay. Thank you.  
6 Thank you, Daniel. I was going to say a few  
7 things, too.

8 So that park has been there for a long  
9 time, and since it has been there, the City has  
10 changed ordinances, but it was grandfathered in,  
11 but when you decide to do something with property  
12 that was grandfathered, it now has to be brought  
13 up to the latest ordinances, and that would  
14 probably require some setback differences, but we  
15 don't want to change anything, so we're going to  
16 make some special exceptions to the ordinances, so  
17 that's what all this doggly goo stuff we're  
18 talking about is, and it's going to be a really  
19 good thing.

20 And for the young man that loves that  
21 park, did you want to come up to the podium and  
22 say something? All right. Come on ahead.

23 All right. Before you say anything,  
24 would you raise your right hand?

1 (Jared duly sworn.)

2 CHAIRMAN THOMAS: What is your name?

3 JARED: Jared.

4 CHAIRMAN THOMAS: Okay. And what did you  
5 want to say?

6 JARED: I would love to keep this park.

7 CHAIRMAN THOMAS: Okay. Well, that's  
8 wonderful. We're going to do that. All right.  
9 Thank you.

10 JARED: Thank you.

11 COMMISSIONER PETERSON: Good job.

12 DANIEL RITTER: We'll pass that on to the  
13 Park District as well. We'll let them know that  
14 you're looking forward to seeing that park maybe  
15 even made better in the future.

16 CHAIRMAN THOMAS: So Lockport Township  
17 maintains the park and they want to do some  
18 improvements and maybe they'll ask you for some  
19 input about what kind of slides and stuff, but  
20 when -- don't hold me to that now. But when they  
21 ask to get a grant to make an improvement and then  
22 the people who give them the grant find out that  
23 you don't own the land, it becomes a little  
24 confusing and complicated, so the City of Crest

1 Hill is going to sell them the land, and so they  
2 are going to have total ownership of that park and  
3 they are going to apply for grants to improve it,  
4 they're going to maintain it, and you're going to  
5 love it even more as you get older and can do more  
6 things on it. So thank you for stepping forward.

7 Anybody else want to come and say  
8 anything? Yeah. Please, come up.

9 State your name.

10 MR. SLIMACK: My name is William Slimack.

11 CHAIRMAN THOMAS: All right. And raise  
12 your right hand, please.

13 (William Slimack duly sworn.)

14 MR. SLIMACK: I have lived at 2128 Webb  
15 Street for the past 51-plus years. I have  
16 actually cut the grass there over 30 years in my  
17 younger years and I realized -- well, this is the  
18 only park that, to my knowledge, that Lockport  
19 maintains besides the one on Gaylord Road. The  
20 lot is relatively small, so when I -- I did not  
21 understand this letter at all to be perfectly  
22 honest; too many sections, too many numbers, too  
23 many whatever. The park is utilized quite well by  
24 the kids; they catch the bus there in the morning,

1 they are dropped off after school, same area, it's  
2 a well utilized park. Lockport does have a  
3 security car go around there quite often, maybe  
4 several times a day, and I would hate to see the  
5 kids lose the park, and this letter that was sent  
6 out, everybody I talked to, nobody could make  
7 anything out of it.

8 So, in retrospect, what I understand is  
9 you're not going to do anything, just put the sale  
10 to Lockport on that parcel; is that correct?

11 CHAIRMAN THOMAS: Yes. Again, as I  
12 explained, they brought this up recently because  
13 they were applying for a grant to make some  
14 improvements to the park and, like I say, because  
15 they don't own the property, they just maintain  
16 it, it became a little bit confusing and it will  
17 be much simpler if they could say we own that park  
18 and we want to do the following improvements and  
19 we actually agree. We don't want to do anything  
20 to disturb that park. Communities like that, I  
21 wish there was more of them, but, you know, they  
22 just don't do that kind of stuff anymore. So we  
23 want to preserve that park. I had the privilege  
24 of driving through the neighborhood. What a great

1 neighborhood. What a great place to raise kids  
2 and be able to walk down the street to play in the  
3 park.

4 MR. SLIMACK: Right.

5 CHAIRMAN THOMAS: So, rest assured, we  
6 are doing all this so that park will stay there  
7 and it will be maintained as good or better than  
8 it ever was before.

9 MR. SLIMACK: They just recently blew  
10 some chips on to the grounds. I don't know if you  
11 guys were aware of that. And I don't know if this  
12 letter preceded that or what, but for them to go  
13 to that expense to blow the chips, I just couldn't  
14 see them, you know, destroying it.

15 DANIEL RITTER: This is to make sure the  
16 Park District has it long term. Like I said, it  
17 has been owned by the City. It has been one lot  
18 owned by the City.

19 MR. SLIMACK: Right.

20 DANIEL RITTER: The way things go is just  
21 kind of a handshake agreement, right, and hey,  
22 Park District, put a park there and operate it.  
23 But just for them to get grants and kind of clean  
24 it up going forward so that way we know the Park

1 District has it. We can't speak for the Park  
2 District, but they have shown every intention of  
3 wanting to reinvest in it, not --

4 MR. SLIMACK: Well the name of the park  
5 Stanley Gustafson is named after the person that  
6 lives to the west of there -- lived there. He  
7 passed away. And he did a lot for the Lockport  
8 Park District and golf course, many things for the  
9 water runoff irrigation, everything, so they named  
10 the park after him, and that was a number of years  
11 ago. But, yeah, as long as you guys don't plan  
12 on, you know, disrupting the park.

13 DANIEL RITTER: Nope. The City of Crest  
14 Hill plans on giving it to the Park District so it  
15 should be a park for --

16 MR. SLIMACK: Okay.

17 COMMISSIONER PETERSON: Hold on. I have  
18 a question. How long has that park been there  
19 then?

20 MR. SLIMACK: I have lived across the  
21 street at 2128 Webb for 51 years.

22 COMMISSIONER PETERSON: It has been there  
23 that long?

24 MR. SLIMACK: So it has been there longer

1     than that. It was a park prior to us moving in  
2     and raising our kids. So it's well in -- it well  
3     exceeds 51 years.

4             COMMISSIONER PETERSON: And when did that  
5     get named after Gustafson?

6             MR. SLIMACK: Stanley Gustafson.

7             COMMISSIONER PETERSON: When did they  
8     name it after him?

9             MR. SLIMACK: Why?

10            COMMISSIONER PETERSON: When?

11            MR. SLIMACK: Oh, gosh. It has been a  
12     while, yeah. I would say at least 10, 15 years.

13            COMMISSIONER PETERSON: Yeah. Good.  
14     Thank you.

15            MR. SLIMACK: Okay. Any other questions  
16     about the park?

17            CHAIRMAN THOMAS: No. Thank you for your  
18     history. Did you want to speak, too? Please come  
19     to the podium, state your name and then raise your  
20     right hand.

21            MR. DEIHL: Kevin Deihl.

22            (Kevin Deihl duly sworn.)

23            CHAIRMAN THOMAS: Okay.

24            MR. DEIHL: I have lived at 2227 for 20

1 years and of course my kids played at the park,  
2 every kid plays at the park, but what got me was  
3 what you mentioned about the well pump. What's  
4 going to go on with that building? Do you know  
5 anything about that building, what's going to  
6 happen with that or -- are they going to improve  
7 that thing or...

8 CHAIRMAN THOMAS: So here is a part of --

9 MR. DEIHL: They have been doing a lot of  
10 work there so --

11 CHAIRMAN THOMAS: That's one big lot. On  
12 one end it's the park and the other end is Well  
13 No. 4. We obviously want to keep Well No. 4, we  
14 don't want it involved in transferring the land to  
15 Lockport, so we had to change it into two lots and  
16 Lot No. 1 is the park and that's what we're going  
17 to sell, but the well is going to be --

18 MR. DEIHL: Oh. So that would be the two  
19 lots you're talking about?

20 CHAIRMAN THOMAS: At least for a while.  
21 You know, we're going to be getting Lake Michigan  
22 water in 2030 and we may not need to use it, but  
23 you never know.

24 MR. DEIHL: Why are they upgrading that

1 area there or what --

2 CHAIRMAN THOMAS: I don't know what's  
3 going on with that. They were doing a lot of work  
4 on something there, so I'm not quite sure what  
5 they're upgrading, but they still plan to be able  
6 to use it if they need it.

7 DANIEL RITTER: I know there have been a  
8 couple wells that have gone down and have had  
9 issues, and even though the long -- not even the  
10 long-term plan, the medium-term plan is to  
11 obviously go on to Lake Michigan water, we still  
12 need those wells to operate at full capacity.

13 MR. DEIHL: Yeah. Yeah. And make sure  
14 it's up to par to do that.

15 DANIEL RITTER: And even after we go on  
16 Lake Michigan water, some of the wells -- some  
17 might get retired, some will stay operating or  
18 useable so that way if there's emergencies, stuff  
19 like that, we still have useful and operating  
20 wells in town. I'm not the city engineer, so he  
21 knows a little bit more about maybe -- I don't  
22 even know if he fully knows which ones will stay  
23 in operation and which ones will be retired, but,  
24 for the time being and for the foreseeable future,

1 it will remain an operating well.

2 MR. DEIHL: Cool. Cool. That's all I  
3 wanted to know. Thank you.

4 CHAIRMAN THOMAS: All right. Thank you.  
5 Anybody else?

6 Okay. Mom and dad, you ought to be very  
7 proud of that young man. Great job.

8 How about any of the Commissioners, any  
9 questions?

10 COMMISSIONER PETERSON: No.

11 COMMISSIONER CARROLL: None here.

12 CHAIRMAN THOMAS: Staff, are we good?  
13 Any questions you have?

14 All right. Since no else is -- wants to  
15 come to the podium, let me have a motion to close  
16 the public hearing.

17 COMMISSIONER PETERSON: I'll make that  
18 motion.

19 COMMISSIONER BUTLER: Second.

20 CHAIRMAN THOMAS: Motion by Commissioner  
21 Peterson. Second by Commissioner Butler.

22 Roll call, please.

23 SAMANTHA TILLEY: Jeff Peterson?

24 COMMISSIONER PETERSON: Yes.

1 SAMANTHA TILLEY: Gordon Butler?

2 COMMISSIONER BUTLER: Yes.

3 SAMANTHA TILLEY: John Stanton?

4 COMMISSIONER STANTON: Yes.

5 SAMANTHA TILLEY: Ken Carroll?

6 COMMISSIONER CARROLL: Yes.

7 SAMANTHA TILLEY: And Bill Thomas?

8 CHAIRMAN THOMAS: Yes.

9 SAMANTHA TILLEY: Motion carried.

10 CHAIRMAN THOMAS: Okay. I think we have  
11 got everything we need. That being said, then,  
12 can I have a motion to approve the request of the  
13 City of Crest Hill seeking special approvals for  
14 the Zoning Ordinance and City Code to subdivide  
15 the property into two lots with a special use  
16 permit for the existing park and playground -- and  
17 I'm not going to read all of that thing,  
18 everything that they have asked for. Again, no  
19 site improvements are proposed at this time. Can  
20 I have a motion, please?

21 COMMISSIONER CARROLL: So moved.

22 COMMISSIONER STANTON: Second.

23 CHAIRMAN THOMAS: Commissioner by  
24 Commissioner Carroll. Second by Commissioner

1 Stanton.

2 Roll call, please.

3 SAMANTHA TILLEY: Ken Carroll?

4 COMMISSIONER CARROLL: Yes.

5 SAMANTHA TILLEY: John Stanton?

6 COMMISSIONER STANTON: Yes.

7 SAMANTHA TILLEY: Jeff Peterson?

8 COMMISSIONER PETERSON: Yes.

9 SAMANTHA TILLEY: Gordon Butler?

10 COMMISSIONER BUTLER: Yes.

11 SAMANTHA TILLEY: And Bill Thomas?

12 CHAIRMAN THOMAS: Yes.

13 SAMANTHA TILLEY: Motion carried.

14 CHAIRMAN THOMAS: Okay. So the motion  
15 has been approved. We are going do forward our  
16 recommendation to the City Council to approve the  
17 request. Do we have an idea of when that's going  
18 to come before a work session?

19 ATEFA GHAZNAWI: On November 24th.

20 CHAIRMAN THOMAS: November 24th?

21 ATEFA GHAZNAWI: Yes.

22 CHAIRMAN THOMAS: Okay. And that's the  
23 work session, right?

24 ATEFA GHAZNAWI: Yes.

1 CHAIRMAN THOMAS: Okay.

2 ATEFA GHAZNAWI: City Council will be  
3 December 1st.

4 CHAIRMAN THOMAS: December 1st?

5 ATEFA GHAZNAWI: Yes.

6 CHAIRMAN THOMAS: Okay. So what happens  
7 is our recommendation is going to go before the  
8 City Council in what they call a "work session."  
9 They will talk about it much like we were talking  
10 about it and then they will come back a week later  
11 on December 7th and officially vote to approve it  
12 or not, but obviously I think we're going to  
13 approve it, so you're welcome to come to both the  
14 work session on the 24th and December 1st City  
15 Council meeting.

16 So, again, thank you for coming, I was  
17 hoping we would get some residents that were  
18 really interested about it, so you guys did a  
19 great job. Thank you, again.

20 Okay. Is there any other business that  
21 we need to bring up?

22 DANIEL RITTER: I got a couple things I  
23 want to touch on.

24 First, this is my first meeting here at

1 Plan Commission, so I want to introduce myself.  
2 My name is Daniel Ritter. I'm the community and  
3 economic development director. I have been here  
4 for about four months now, so I come from --  
5 Tinley Park was the previous town I worked for and  
6 I was the director there, so I'm excited to come  
7 here and work with everybody and the team that we  
8 have and hopefully get some positive economic  
9 development and community development and improve  
10 some things and make the city an even better place  
11 to live, visit, work at.

12 I wanted to touch on a couple things and  
13 just let you know what's coming up. We are  
14 planning to bring a text amendment forward to the  
15 Plan Commission that will kind of help to start to  
16 clean up some process issues we have had. I want  
17 to thank Ron Mentzer, he has kind of helped -- and  
18 been here for a while, so he kind of helped guide  
19 us on some things that have been reoccurring  
20 issues that maybe will help Staff, will help these  
21 meetings and the requests go a little smoother and  
22 help developers and residents that want to make  
23 requests a little easier, so we look forward to  
24 that at the next meeting. I was working on that

1 and we should have that before you on the December  
2 meeting.

3 So coming up at City Council, too, we have a  
4 conceptual PUD review for The Seasons at Crest  
5 Hill, and it's 260 multi-family apartments that  
6 will be around the interception of Weber Road and  
7 Renwick kind of in the back where there's an empty  
8 field behind the Shell, behind the -- there's a  
9 former bank that's there, kind of the grass field  
10 that's in the back. So it's the same developer  
11 that developed -- this actually has got the same  
12 name, Seasons of Romeoville that's now called The  
13 Bluffs, and they're doing a very similar concept  
14 there. PUDs are kind of an odd process in that it  
15 kind of goes to the City Council first for them to  
16 see it very conceptually kind of hopefully give a  
17 thumbs up so that way developers know is it worth  
18 their time to really pursue, but that will be  
19 coming before you guys as well, and we can at  
20 least send out to everybody on Plan Commission a  
21 memo that will be going to the City Council so you  
22 all have that and see what they're reviewing as  
23 well as what -- as long as the City Council kind  
24 of gives the thumbs up, then we'll have it for you

1 guys. I think it's a really good project and a  
2 good fit over there. It has typically been zoned  
3 for a commercial space, but that's not really well  
4 designed for what I think Crest Hill had  
5 envisioned there 20, 30 years ago. This is really  
6 a housing type that Crest Hill doesn't have, so it  
7 should be beneficial especially for the businesses  
8 around there, I know there's excitement to see  
9 that, and going in -- we do have The Feathered  
10 Fork will be going in where the former Crusade  
11 Burger was and Chaos and quite a few restaurants  
12 before that, so it's a restaurant group that has  
13 got a good background, they run a couple  
14 restaurants in Aurora right now that have been  
15 successful so we're looking forward. They have  
16 spent quite a bit of money on the interior of  
17 that, so we're really exited to see that opening  
18 here in a couple months or so, and then I know  
19 we're really excited to see potentially some new  
20 residents in the backyard that would be dining  
21 there.

22 The Quick Run and Dunkin Donuts is opened  
23 as of Monday, so that's a Lucky Brothers  
24 Development that probably came before this group

1 long, long ago since I know it has been under  
2 construction for a significant amount of time.  
3 It's still not complete, they have a second phase  
4 to that development with the tuck fueling in the  
5 back, but the main gas station, Dunkin Donuts and  
6 the convenience store are all open, so, if you  
7 have a chance, go check that out. It's good and  
8 it's good to see new development on Broadway,  
9 which has struggled to have new development  
10 happen, even if it's a gas station, it's good to  
11 see that it can be a useful site and a busy site  
12 hopefully going forward.

13 And last, I'll just note that we are  
14 going to kind of slowly be moving forward with  
15 Comprehensive Plan update, so that will heavily  
16 involve this group. We do have to bring that  
17 before the City Council to get approval  
18 beforehand, but our current Comprehensive Plan is  
19 from 2014, so over ten years old. There haven't  
20 been a ton of changes in Crest Hill over the last  
21 ten years, but there has been a substantial change  
22 in the world and just the way economics and  
23 everything happens, so I think it's a good time to  
24 take a step back and look at our Comprehensive

1 Plan, which will hopefully help guide staff, it  
2 will help guide the Council, and we'll be  
3 utilizing this group as well as looking out for  
4 public outreach as well to get some feedback from  
5 the general public and the residents that live  
6 here and how they feel, so we look forward to  
7 that. That will probably be more an early 2026  
8 project, but we'll be doing a number of workshops  
9 and things to get feedback on the Comprehensive  
10 Plan, but if you need some light reading, feel  
11 free. It's on our website. Start getting  
12 prepared if you want to look at that and just see  
13 what still makes sense, what is still true and  
14 maybe what has changed and what do we want to look  
15 at now and going forward and hopefully building  
16 some consensus to give Staff and the City Council  
17 some direction where to focus our time and our  
18 efforts to make Crest Hill an even better place.

19 I have talked enough. That's all I have

20 CHAIRMAN THOMAS: All right. Thank you  
21 for the updates.

22 Okay. One last time. Is there anybody  
23 in the audience that wants to say anything other  
24 than the case that we talked about?

1 BETTIE STEWART: Well, I do have a  
2 question.

3 CHAIRMAN THOMAS: Come up to the podium,  
4 please.

5 BETTIE STEWART: I was wondering, about  
6 four years ago in our little neighborhood our  
7 taxes were raised significantly that year and we  
8 were told we were going to get sidewalks in our  
9 little neighborhood because ours is an older  
10 neighborhood and it does not have sidewalks. So I  
11 was kind of wondering, our taxes keep going up,  
12 but no sidewalks ever went in, so I was wondering  
13 if maybe that was in consideration at some point?

14 CHAIRMAN THOMAS: Well, I can promise you  
15 this, we'll look into it and why don't you write  
16 your name down there on that sheet of paper and  
17 along with your address.

18 DANIEL RITTER: I'm not aware of any  
19 current plans to put sidewalks in the subdivision,  
20 but it's a good topic definitely for the  
21 Comprehensive Plan and definitely a thing that  
22 Crest Hill is in need of better walkability, more  
23 sidewalks for pedestrian and bike paths and things  
24 like that. I don't think that's just from the

1 City Council and a lot of residents that live  
2 here, so I think there's definitely a need to do  
3 plans and figure out ways to improve walkability  
4 like adding sidewalks.

5 BETTIE STEWART: Right. Because, I mean,  
6 the kids, other than the park, the only place left  
7 to play is in the street. There is no sidewalks  
8 that they can go out and play together on the  
9 sidewalks. So I just wondered why it never  
10 happened.

11 CHAIRMAN THOMAS: Very good question.

12 BETTIE STEWART: We have been there since  
13 '83 and there is still no sidewalks.

14 CHAIRMAN THOMAS: We'll find out.

15 BETTIE STEWART: All right. Thank you.

16 CHAIRMAN THOMAS: Thank you.

17 Anybody else?

18 Okay. Can I have a motion to adjourn the  
19 meeting?

20 COMMISSIONER PETERSON: I'll make that  
21 motion.

22 CHAIRMAN THOMAS: Commissioner Peterson.  
23 Second?

24 COMMISSIONER BUTLER: Second.

1 CHAIRMAN THOMAS: Okay. Commissioner  
2 Butler.

3 Roll call, please.

4 SAMANTHA TILLEY: Jeff Peterson?

5 COMMISSIONER PETERSON: Yes.

6 SAMANTHA TILLEY: Gordon Butler?

7 COMMISSIONER BUTLER: Yes.

8 SAMANTHA TILLEY: John Stanton?

9 COMMISSIONER STANTON: Yes.

10 SAMANTHA TILLEY: Ken Carroll?

11 COMMISSIONER CARROLL: Yes.

12 SAMANTHA TILLEY: And Bill Thomas?

13 CHAIRMAN THOMAS: Yes.

14 SAMANTHA TILLEY: Motion carries.

15 CHAIRMAN THOMAS: Meeting adjourned 7:35  
16 and thank you all for coming and have a safe drive  
17 home.

18 (Whereupon the meeting was adjourned  
19 at 7:35 p.m. on November 13th, 2025.)  
20  
21  
22  
23  
24

1 STATE OF ILLINOIS)  
2 ) SS:  
3 COUNTY OF WILL )  
4

5 Hailey Schoot, CSR, RPR, being first duly  
6 sworn, on oath says that she is a court  
7 reporter doing business in the State of  
8 Illinois; and that she reported in shorthand  
9 the proceedings of said meeting and that the  
10 foregoing is a true and correct transcript of  
11 her shorthand notes so taken as aforesaid, and  
12 contains the proceedings given at said  
13 meeting.

14 Hailey Schoot  
15

16 Hailey Schoot, CSR, RPR  
17 Illinois CSR License 084-004897  
18  
19  
20  
21  
22  
23  
24

<p><b>A</b></p> <p><b>able</b> 2:4 18:2 22:5</p> <p><b>above-entitled</b> 1:6</p> <p><b>accessible</b> 11:24</p> <p><b>adding</b> 33:4</p> <p><b>Additionally</b> 11:22</p> <p><b>address</b> 11:5 32:17</p> <p><b>adjourn</b> 33:18</p> <p><b>adjourned</b> 34:15 34:18</p> <p><b>adverse</b> 12:3</p> <p><b>aforsaid</b> 35:10</p> <p><b>agenda</b> 4:5</p> <p><b>ago</b> 19:11 29:5 30:1 32:6</p> <p><b>agree</b> 17:19</p> <p><b>agreement</b> 8:12 9:3 13:7 18:21</p> <p><b>ahead</b> 14:22</p> <p><b>Allegiance</b> 2:5,6</p> <p><b>allow</b> 10:8</p> <p><b>allows</b> 8:16 10:15 13:16</p> <p><b>amendment</b> 27:14</p> <p><b>amenity</b> 12:6</p> <p><b>amount</b> 30:2</p> <p><b>anybody</b> 16:7 23:5 31:22 33:17</p> <p><b>anymore</b> 17:22</p> <p><b>apartments</b> 28:5</p> <p><b>applicable</b> 10:20</p> <p><b>applicant</b> 6:11 9:16</p> <p><b>application</b> 5:3 6:11,14 7:6 9:4,5 11:9 12:22</p> <p><b>apply</b> 16:3</p> <p><b>applying</b> 17:13</p> <p><b>approval</b> 4:9 6:24 9:17 12:17 30:17</p> 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## MINUTES OF THE CREST HILL PLAN COMMISSION

The November 13, 2025, Plan Commission meeting was called to order by Chairman Bill Thomas, at 7:00 p.m. in the Council Chambers of the City Center, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Chairman Bill Thomas, Commissioner Ken Carroll, Commissioner Gordon Butler, Commissioner Jeff Peterson, and Commissioner John Stanton.

Also present were: Community & Economic Development Director Dan Ritter, City Planner Atefa Ghaznawi, and Executive Secretary Samantha Tilley.

Absent were: Commissioner Cheryl Slabozeski, Commissioner Marty Flynn, Community Development Consultant Ron Mentzer, and City Attorney Mike Stiff,

APPROVAL OF MINUTES: Chairman Thomas asked for a motion to approve the minutes from the Plan Commission meeting held on October 9, 2025, for Commission approval.

(#1) Motion by Commissioner Carroll seconded by Commissioner Butler, to approve the minutes from the Plan Commission meeting held on October 9, 2025.

On roll call, the vote was:

AYES: Commissioners Carroll, Butler, Peterson, Stanton, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

PUBLIC HEARING: Chairman Bill Thomas presented petitions preliminary and final Plat of Subdivision, SU-25-4-11-1, and V-25-4-11-1, request of the City of Crest Hill seeking special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing park/playground; multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances, to bring the existing conditions of the subject property into compliance, for the existing public park/playground located on the 8,176 sq-ft, R-1 Single-Family Residence District zoned property known as Stanley Gustafson Park, and located at 2227 Parkrose Street, in Crest Hill, Illinois. No site improvements are proposed in this application.

Chairman Thomas asked if the paperwork was in order. The necessary paperwork was in order.

Chairman Thomas asked for a Motion to Open the Public Hearing on Case Number SU-25-4-11-1 and V-25-4-11-1.

(#2) Motion by Commissioner Peterson seconded by Commissioner Stanton, to open a public hearing on case number SU-25-4-11-1 and V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Peterson, Stanton, Carroll, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was opened at 7:04 p.m.

Chairman Thomas asked City Planner Atefa Ghaznawi to present the specifics on this case.

City Planner Atefa Ghaznawi presented the case, explaining that the City of Crest Hill was the applicant requesting consideration of petitions for preliminary and final plat of subdivision, special use, and variations for the property located at 2227 Parkrose Street. The City proposed to subdivide the property into two lots to separate the existing public park and playground from the city water utility structure, request a special use approval for the existing park known as Stanley Gustafson Park, and request multiple variations from the Crest Hill Zoning Ordinance and Code of Ordinances to bring the existing conditions into compliance.

City Planner Atefa Ghaznawi explained that the subject property is a corner lot consisting of an existing public park and playground and a one-story block building used as city water utility Well #4, located at the south corner of Parkrose Street and Webb Street. The entire property is owned by the City of Crest Hill, with the park maintained by the Lockport Township Park District under an informal agreement for many years. The Park District had requested formal transfer of the land to ensure proper maintenance, insurance, and control, as well as to potentially obtain grants for future improvements.

City Planner Atefa Ghaznawi detailed the variations being requested, including:

- Decreasing the minimum required lot area from 10,000 square feet to 4,426 square feet
- Decreasing the minimum lot width from seventy-five feet to sixty feet
- Allowing open fencing in required front and corner side yard setbacks.
- Allowing recreational structures and equipment in required front, corner side, and interior side yard setbacks
- Allowing an existing off-premises sign to remain on the public right-of-way

She noted that no site improvements were proposed in this application, and staff recommended conditional approval of all requests.

Daniel Ritter, Director of Community and Economic Development, summarized that this was formalizing a longstanding arrangement, dividing one city-owned lot into two lots so the Lockport Township Park District could own the property where they already maintain the park. This would

allow the park district to potentially secure grants for future improvements while the City would retain ownership of the water utility well.

Chairman Thomas added that the park was grandfathered in under previous ordinances but now needed to be brought into compliance with current ordinances through the special use and variations request.

Chairman Thomas asked the commissioners if they had any questions. There were no questions.

Chairman Thomas asked if anyone in the audience would like to make a public comment.

A young resident named Jareth approached the podium and was sworn in, he then expressed his desire to keep the park. Chairman Thomas assured him that was the plan and that the park district might even make improvements in the future.

William Slimack, a resident on Webb Street for over 51 years, shared that he had cut the grass at the park for over 30 years when he was younger. He noted the park is well-utilized by neighborhood children who catch the bus there and play after school, with Lockport security frequently patrolling the area. He confirmed his understanding that the intent was to sell the parcel to Lockport Township Park District while maintaining the park. Mr. Slimack also provided historical context, noting the park had existed for more than 51 years and was named after Stanley Gustafson, who lived to the west of the park and contributed significantly to the Lockport Park District.

Kevin Deihl, a resident who has lived on University Street for 20 years, inquired about plans for the well-building. Director Ritter explained that the well would remain operational as the City needed the wells at full capacity until the transition to Lake Michigan water around 2030, and even afterward, some wells would remain operational for emergencies.

After public comment was concluded, Chairman Bill Thomas asked for a motion to close the public hearing on case number SU-25-4-11-1 and V-25-4-11-1.

(#3) Motion by Commissioner Peterson seconded by Commissioner Butler, to close the public hearing on petitions preliminary and final Plat of Subdivision, SU-25-4-11-1 and V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Peterson, Butler, Stanton, Carroll, and Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was closed at 7:24 p.m.

Chairman Bill Thomas asked for a motion for approval to recommend to the City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for

non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.

(#4) Motion by Commissioner Carroll seconded by Commissioner Stanton, to recommend to the City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Carroll, Stanton, Peterson, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

Chairman Thomas announced that the recommendation would be forwarded to the City Council, with a work session scheduled for November 24th and a formal City Council vote expected on December 1st.

OTHER BUSINESS: Daniel Ritter introduced himself as the new Community and Economic Development Director, having worked in Tinley Park previously and commented that he is very excited to improve some things in the City of Crest Hill to make it an even better place to live, work, and visit.

He provided several updates:

- A text amendment will be brought to the next Plan Commission meeting to address recurring process issues.
- A conceptual PUD review for "Seasons at Crest Hill," a 260-unit multifamily apartment development at Weber Road and Renwick, would be presented to City Council
- Feathered Fork restaurant would be opening where the former Crusade Burger was located.
- The Quick Run and Dunkin' Donuts development on Broadway was now open, with a second phase for truck fueling still to come.

- Plans were underway for a comprehensive plan update in early 2026, as the current plan from 2014 was over 10 years old.

PUBLIC COMMENTS: Bettie Stewart, a resident, who resides on University Street inquired about sidewalks that were promised to her neighborhood approximately 40 years ago when taxes were raised. She expressed concern that children had no place to play except in the street or at the park due to the lack of sidewalks in her neighborhood. Director Ritter acknowledged the need for better walkability throughout Crest Hill but was not aware of any current plans for sidewalks in that subdivision. He suggested this was a good topic for the upcoming comprehensive plan update.

There being no further business before the Commission, a motion for adjournment was in order.

(#5) Motion by Commissioner Peterson seconded by Commissioner Butler, to adjourn the November 13, 2025, Plan Commission meeting.

On roll call, the vote was:

AYES: Commissioners Peterson, Butler, Stanton, Carroll, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED

The meeting was adjourned at 7:35 p.m.

As approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

As presented \_\_\_\_\_

As amended \_\_\_\_\_

\_\_\_\_\_  
BILL THOMAS, COMMISSION CHAIRMAN

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING FINAL PLAT OF SUBDIVISION, SPECIAL USE PERMIT, AND MULTIPLE VARIATIONS TO THE CREST HILL ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES WITH RESPECT TO CERTAIN REAL PROPERTY KNOWN AS STANLEY GUSTAFSON PARK LOCATED AT 2227 PARKROSE STREET IN CREST HILL, ILLINOIS (APPLICATION OF CITY OF CREST HILL)**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-13-5 (the “Code”) authorizes the corporate authorities to vary the application of its local Zoning Requirements “in harmony with their general purpose and intent and in accordance with general or specific rules therein contained in cases where there are practical difficulties or particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land;” and

**WHEREAS**, the Code states that subdivision of land, special use, and variation requests shall be permitted only upon the finding of certain requirements listed in the Code; and

**WHEREAS**, the City of Crest Hill (“City”) has enacted procedures, requirements, and standards for variations from its Zoning Requirements in Section 12.6-2 of the Crest Hill Zoning Ordinance; and

**WHEREAS**, the City has enacted procedures, requirements, and standards for special uses in Section 12.7-6 of the Crest Hill Zoning Ordinance; and

**WHEREAS**, the City has enacted procedures, requirements, and standards for subdivision of land in Section 15.32 Subdivision Regulations of the Crest Hill Code of Ordinances; and

**WHEREAS**, the City of Crest Hill (the “Applicant”) is the owner of real property located at 2227 Parkrose Street in the City of Crest Hill, Illinois, bearing PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000, and legally described in Exhibit 1 of the attached Exhibit A (the “Property”), has filed an application requesting approval of preliminary and final plat of subdivision, special use for an existing public park/ playground known as Stanley Gustafson Park, and multiple variations from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances on the Property (the “Application”); and

**WHEREAS**, the Crest Hill Plan Commission, after proper notice thereof given, conducted a public hearing on the Application on November 13, 2025, and

**WHEREAS**, based on the evidence presented at the public hearing and upon making the following findings, which are more fully detailed in the Findings and Decision attached hereto as Exhibit A, the Plan Commission recommended unanimous but conditional approval of the requested preliminary and final plat of subdivision, special use, and variations outlined on Exhibit 2 of the attached Exhibit A at its November 13, 2025, meeting:

- A. The preliminary and final plat of subdivision, special use and variations are in harmony with the general purpose and intent of the Zoning Ordinance; and
- B. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare, and the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
- C. The plight of the owner is due to unique circumstances and thus strict enforcement of the Zoning Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and
- D. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance; and
- E. The preliminary and final plat of subdivision, special use and variations, if granted, will not alter the essential character of the locality and will not be a substantial detriment to adjacent Property; and

**WHEREAS**, the Plan Commission’s recommendation to approve the preliminary and final plat of subdivision, special use, and variations listed on Exhibit 2 of the attached Exhibit A was made subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Community Development Department Staff Report attached hereto as Exhibit B (the “Staff Report”); and

**WHEREAS**, the City Council has examined the November 13, 2025, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Owner in an open meeting regularly scheduled; and

**WHEREAS**, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the Application be granted subject to the project being implemented in substantial conformance with the application documents referenced in the attached Exhibit B; and

**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 2:** That the City Council hereby adopts and ratifies the Findings and Decision of the Plan Commission, attached hereto and incorporated by reference herein as Exhibit A, as the findings and decision of the City Council in relation to the Application.

**SECTION 3:** The Plat of Subdivision prepared by Robinson Engineering LTD. dated September 22, 2025, special use, and variations listed in Exhibit 2 of the attached Exhibit A are hereby granted and approved subject to the project being implemented in substantial conformance with the application documents referenced in Exhibit B.

**SECTION 4:** The City Clerk is hereby authorized and directed to record a copy of this Ordinance and Plat of Subdivision referenced in Section 3 against the Subject Property in the office of the Will County Recorder, and further to annotate the special use permit granted hereby on the Crest Hill Official Zoning Map.

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

***[Left Intentionally Blank]***

PASSED THIS 1<sup>ST</sup> DAY OF DECEMBER, 2025

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

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS 1<sup>ST</sup> DAY OF DECEMBER, 2025.

\_\_\_\_\_  
Raymond R Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

## EXHIBIT A

**FINDINGS AND DECISION OF THE  
PLAN COMMISSION AS TO PRELIMINARY AND FINAL PLAT OF SUBDIVISION, CASE  
NO. SU-25-4-11-1 AND CASE NO. V-25-4-11-1  
THE APPLICATION OF CITY OF CREST HILL FOR PRELIMINARY AND FINAL PLAT OF  
SUBDIVISION, SPECIAL USE FOR AN EXISTING PUBLIC PARK/ PLAYGROUND KNOWN  
AS STANLEY GUSTAFSON PARK, AND MULTIPLE VARIATIONS FROM THE CREST  
HILL ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES AT PROPERTY  
LOCATED AS 2227 PARKROSE STREET IN THE CITY OF CREST HILL.**

THIS APPLICATION, coming before the Plan Commission for hearing and decision, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on November 13, 2025, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, City of Crest Hill, is the owner of the real estate described in the application.

B. That the application seeks special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing public park/playground known as Stanley Gustafson Park; and multiple variations from the Crest Hill Zoning Ordinance and Code of Ordinances for the property described in the application, commonly known as 2227 Parkrose Street in Crest Hill, Illinois (the "Property"), which is legally described in Exhibit A-1, attached hereto and incorporated herein by reference;

C. That the Property is zoned R-1;

D. That the application seeks approval of preliminary and final plat of subdivision; special use for an existing public park/playground known as Stanley Gustafson Park; two (2) variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District, Crest Hill Zoning Ordinance that decrease the minimum required lot area from 10,000 sq-ft to 4,426 sq-ft; and minimum lot width from 75-feet to 60-feet; variations from Section 8.3-8 Permitted Obstructions in Yards, of the Crest Hill Zoning Ordinance that allow open fencing to be located in required front and corner side yard setbacks and recreational structures and equipment in required front, corner side, and interior side yard setbacks; and one (1) variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances that allows an existing off-premises sign to remain on the public right of way. All requested Variations are listed in the attached Exhibit A-2 and relate to the property located at 2227 Parkrose Street in Crest Hill, Illinois, with PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000.

E. That the requested variations involve existing non-conforming conditions on the Property;

F. That the application for the preliminary and final plat of subdivision, special use for an existing public park/ playground, and variations was properly submitted and notice of the application and the public hearing were properly made;

G. That no interested parties filed their appearances herein;

H. That the public hearing was opened and called to order on November 13, 2025, the applicant presented evidence and arguments in support of its application on November 13, 2025.

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

J. That the proposed preliminary and final plat of subdivision, special use for an existing public park/ playground and variations, as considered under section 12.6 and section 12.7 of the Zoning Ordinance, meet the eight (8) standards for special use under section 12.7-6, and three (3) standards for the granting of a variation under section 12.6-2 as well as the supplemental considerations set forth in subsections 12.6-2(1)-(8).

**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 PRELIMINARY AND FINAL PLAT OF SUBDIVISION, SPECIAL USE AND VARIANCES, AS FOLLOWS:**

1. That the approval of the application of City of Crest Hill for preliminary and final plat of subdivision, special use for an existing public park/ playground known as Stanley Gustafson Park, and variations as listed in attached Exhibit A-2 for property located at 2227 Parkrose Street in Crest Hill, Illinois with PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000 is supported by the evidence adduced;

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the preliminary and final plat of subdivision, special use for an existing public park/ playground, and variations be granted subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Community Development Staff Report for this request.

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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 13<sup>TH</sup> Day of November 2025 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Ken Carroll	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Cheryl Slabozeski	<u>          </u>	<u>          </u>	<u>  X  </u>	<u>          </u>
Commissioner Gordon Butler	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner Marty Flynn	<u>          </u>	<u>          </u>	<u>  X  </u>	<u>          </u>
Commissioner Jeff Peterson	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>
Commissioner John Stanton	<u>  X  </u>	<u>          </u>	<u>          </u>	<u>          </u>

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

## EXHIBIT A-1

## LEGAL DESCRIPTION

PROPERTY ADDRESS: 2227 PARKROSE STREET, CREST HILL, IL, 60403

PERMANENT INDEX NOs: 11-04-31-109-007-0000 and 11-04-31-109-019-0000

LEGAL DESCRIPTION: THE NORTHWESTERLY 10 FEET OF LOT 474 IN RICHLAND SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS AND ALL OF LOT 473, IN RICHLAND SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16 PAGE 60, AS DOCUMENT NO. 392933, IN WILL COUNTY, ILLINOIS.

## EXHIBIT A-2

### LIST OF REQUESTED VARIATIONS

#### **Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District**

- Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. *Lot area for the existing public park/playground is 4,426 sq-ft.*
- Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. *Lot width for the existing public park/playground is 60 feet.*

#### **Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards**

- Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. *Existing fence at front and corner side yards is 50% open, four (4) feet in height, and with no setbacks.*
- Recreational structures and playground equipment, not greater than seven (7) feet in height are permitted in rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. *Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.*

#### **Crest Hill Code of Ordinances Section 15.12.067 On Premises Signs of Chapter 15.12 Sign Code**

- Only on premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. *Existing off-premises sign for the public park/playground is located on the public right of way.*

## EXHIBIT B

November 13, 2025 Community Development Department Staff Report



**To:** Plan Commission

**From:** Daniel Ritter, AICP, Community and Economic Development Director  
Atefa Ghaznawi, AICP, LEED AP, City Planner

**Date:** November 13, 2025

**Re:** 2227 Parkrose Street (Stanley Gustafson Park) Preliminary and Final Plat of Subdivision; Special Use for an Existing Park/Playground (Case # SU-25-4-11-1); and Multiple Variations Request from Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances (Case # V-25-4-11-1)

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#### Project Details

<b>Project:</b>	Preliminary and Final Plat of Subdivision; Special Use for an existing public park/playground known as Stanley Gustafson Park, and multiple variations requested from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances
<b>Applicant:</b>	City of Crest Hill
<b>Requests:</b>	Special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing park/playground; multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances, to bring the existing conditions of the subject property into compliance. No site improvements are proposed in this application.
<b>Location:</b>	2227 Parkrose Street (the "Subject Property")

#### Site Details

<b>Lot Size:</b>	Approximately 8,176 sq-ft
<b>Existing Zoning:</b>	R-1 Single-Family Residence District
<b>Existing Improvements:</b>	Lot 1: Stanley Gustafson Park: Recreational structures/equipment and sign on the public right of way facing Parkrose Street  Lot 2: City of Crest Hill Well #4: 766 sq-ft 1-story block building used as water utility, and approximately 968 sq-ft paved driveway and sidewalk

**Surrounding Zoning and Land Use Summary**

	<b>Land Use</b>	<b>Comp Plan</b>	<b>Zoning</b>
<b>Subject Parcel</b>	Public Park/Playground and Water Utility	Single-Family Detached and Utility	R-1
<b>North</b>	Single-Family Residence	Single-Family Detached	R-1
<b>South</b>	Single-Family Residence	Single-Family	R-1
<b>East</b>	Single-Family Residence	Single-Family Detached	R-1
<b>West</b>	Single-Family Residence	Single-Family Detached	R-1

**Exhibits**

Application documents submitted by Applicant include:

- Exhibit C – Application for Development 2025-10-24
- Exhibit D – Legal Description 2025-10-24
- Exhibit E – List of Requested Variations 2025-10-24
- Exhibit F – Subject Property Photos of Existing Condition 2025-10-24
- Exhibit G – Response to Standards for Special Use 2025-10-24
- Exhibit H – Response to Standards for Variations 2025-10-24
- Exhibit I – Final Plat of Subdivision and Plat of Survey Prepared by Robinson Engineering LTD. 2025-09-22

**Application Background and Project Summary**

The Subject Property is a corner lot and consists of an existing public park/playground known as Stanley Gustafson Park, and a 1-story block building used as City water utility (Well #4), located at south corner of Parkrose Street and Webb Street, facing Webb Street. The entire Subject Property is owned by the City of Crest Hill, and the existing public park/playground is maintained by the Lockport Township Park District. The original development and ongoing maintenance of the park has been done via an informal agreement for many years. However, the Park District has requested the formal transfer of the land as it ensures they have proper maintenance, insurance, and control of the land. It also allows them to potentially obtain grants or other public money to improve the land in the future. The transfer benefits the City as well to avoid any legal complications of owning the underlying land that is controlled by another taxing body.

**Figure 1: Aerial View of 2227 Parkrose St (the Subject Property) and Its Surroundings**



**Figure 2: Stanley Gustafson Park Photo of Existing Condition**



At this time, the applicant City of Crest Hill is proposing to subdivide the subject property into two (2) lots to separate the existing public park/ playground from the City water utility structure; request a special use approval for the existing public park/ playground; and request multiple variations from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance. No site improvements are proposed in this application. If the Final Plat of Subdivision, special use, and variations requests are approved by the City Council, the ownership of the existing public park/ playground is to be formally transferred to the Lockport Township Park District under a separate agreement.

### Summary of Requested Petitions

To subdivide the subject property into two (2) lots and bring the existing conditions of the subject property into compliance, the Applicant is seeking approvals of the following petitions:

- (i) Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) Lots.
- (ii) SU-25-4-11-1: Special Use for an existing park/playground known as Stanley Gustafson Park in the R-1 Single-Family Residence District.
- (iii) V-25-4-11-1:
  - 1. Two variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District of the [Crest Hill Zoning Ordinance](#) that decrease the minimum required lot area from 10,000 sq-ft to 4,426 sq-ft; and minimum lot width from 75-feet to 60-feet.
  - 2. Variations from Section 8.3-8 Permitted Obstructions in Yards, of the [Crest Hill Zoning Ordinance](#) that allow open fencing to be located in required front and corner side yard setbacks and recreational structures and equipment in required front, corner side, and interior side yard setbacks.
  - 3. A variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the [Crest Hill Code of Ordinances](#) that allows an existing off-premises sign to remain on the public right of way.

### Staff Analysis

Overall, staff believe that the Subject Property represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the Subject Property from typical residential lots within the R-1 Single-Family Residence District. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. The existing park's design, scale, and operation are consistent with the residential character of the area and serve as a complementary amenity rather than a conflicting use. These factors together create a unique and practical justification for permitting Stanley Gustafson Park as a special use within R-1 Single-Family Residence District, as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.

**Staff feedback on specific aspects of the requested approvals:**

1. Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District
  - Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. *Lot area for the existing public park/playground is 4,426 sq-ft.*
  - Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. *The lot width for the existing public park/playground is 60 feet.*
2. Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards
  - Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. *Existing fence at front and corner side yards is 50% open, four (4) feet in height, and with no setbacks.*
  - Recreational structures and playground equipment, not greater than seven (7) feet in height, are permitted in the rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. *Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.*
3. Crest Hill Code of Ordinances Section 15.12.067 On-Premises Signs of Chapter 15.12 Sign Code
  - Only on-premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. *An existing off-premises sign for the identification of a public park/playground is located on the public right-of-way.*

Staff reviewed the existing conditions of the Subject Property with respect to the applicable City regulations. The Crest Hill Zoning Ordinance classifies parks and playgrounds as Special Use in residential districts. To bring the existing conditions and use of the Subject Property into compliance, the existing public park/ playground must be formally established as a special use in the R-1 Residence District, and the above-mentioned variations are required from the Crest Hill Zoning Ordinance and Code of Ordinances to address the existing non-conformities associated with the property's specific physical characteristics. No site improvements are proposed in this application.

**Special Use Approval Standards and Findings**

Section 12.7-2 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a special use only when it shall have been determined, and recorded in writing, that all of the following standards are complied with. Staff has drafted the following findings of fact identified in bold italic font. These drafted findings can be modified or changed as the Plan Commission deems fit and based on the specific findings from the public hearing.

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.  
***The formal establishment, maintenance, and operation of Stanley Gustafson Park promote the public health, safety, and general welfare in several ways. The park provides easily accessible open space for physical activity, relaxation, and outdoor recreation. The existing park/ playground's landscaped areas, trees, and vegetation also improve local air quality and contribute to a healthier neighborhood environment.***

***A well-maintained park enhances neighborhood safety by activating public space and encouraging regular community presence. Increased pedestrian activity and visibility provide natural surveillance (“eyes on the street”), which can deter crime and vandalism. Furthermore, designated recreational areas within the existing park/ playground offer safe spaces for children and families, reducing the need to play or gather near roadways or private properties. The existing park/ playground serves as a focal point for neighborhood interaction, fostering a sense of community identity and social connection among residents. It enhances the aesthetic quality and livability of the area, supporting a balanced mix of land uses that align with community development goals. The Special Use allows this use to continue and be expanded upon.***

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

***The formal establishment, maintenance, and operation of Stanley Gustafson Park enhances the enjoyment and desirability of surrounding properties by providing an attractive, accessible, and well-maintained open space for recreation and community gathering. The park’s landscaped areas and greenery improve the visual character of the area and create a more pleasant environment for residents and visitors alike. Proximity to parks is consistently associated with increased property satisfaction and higher real estate values. Homes and businesses located near parks benefit from improved aesthetics, reduced noise and heat from added vegetation, and the appeal of convenient outdoor amenities. The existing park/ playground also strengthens neighborhood cohesion and community pride, further contributing to the area’s stability and attractiveness.***

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

***The formal establishment of Stanley Gustafson Park promotes the normal and orderly development of the surrounding area by introducing a well-planned public amenity that complements existing and future land uses. Parks are integral components of balanced community design, providing open space that enhances neighborhood character, supports residential development, and encourages compatible infill and redevelopment.***

4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

***The existing public park/ playground has adequate utilities, access roads, drainage, and/or other necessary facilities.***

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

***The existing park has adequate ingress and egress. Additionally, Stanley Gustafson Park helps minimize traffic congestion on public streets by providing a nearby neighborhood-oriented recreational and gathering space that residents can easily access by walking or biking, rather than driving to more distant parks. By serving the local neighborhood, the existing park/ playground reduces the need for short vehicle trips, thereby lowering traffic volumes and parking demand on surrounding roadways.***

6. That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each

instance be modified by the City Council pursuant to the recommendation of the Plan Commission.

***The existing park/ playground use is consistent with the intent and permitted special uses of the R-1 Single-Family Residence District, which encourages the provision of public open space and recreational amenities that enhance community livability. Furthermore, the operation and maintenance of Stanley Gustafson Park will adhere to the city codes governing public facility upkeep, hours of operation, and public safety. Through compliance with these regulations, the existing park/ playground integrates seamlessly into the surrounding neighborhood while supporting the goals of the City's Comprehensive Plan and the Crest Hill Zoning Ordinance.***

### Variation Approval Standards and Findings

Section 12.6-2 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a variation only when it shall have been determined, and recorded in writing, that all of the following standards are complied with. Staff has drafted the following findings of fact identified in bold italic font. These drafted findings can be modified or changed as the Plan Commission deems fit and based on the specific findings from the public hearing.

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

***The subject property cannot yield a reasonable economic return if limited solely to the uses permitted under the R-1 Single-Family Residence District. Due to its size, shape, and location, the site is not well-suited for residential development. The limited lot area and potential constraints related to access and setbacks make the construction of other uses economically infeasible. In contrast, the existing public park/ playground represents a viable and beneficial adaptive use that provides substantial community value while respecting surrounding residential character. The existing public park/ playground utilizes the parcel efficiently, eliminates a potential vacant or underutilized lot, and enhances the livability of the neighborhood. Therefore, allowing the property to be used as a public park/ playground rather than for single-family residential purposes is justified, as it enables productive use of the land that is consistent with community objectives and provides a reasonable return in the form of public benefit rather than private economic gain.***

2. That the plight of the owner is due to unique circumstances.

***The existing park/ playground represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the site from typical residential lots within the district. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/ playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. These factors together create a unique and practical justification for permitting Stanley Gustafson Park to be permitted on its own lot; as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.***

3. That the variation, if granted, will not alter the essential character of the locality.  
***Stanley Gustafson Park enhances and strengthens the essential character of the locality by preserving and promoting the neighborhood's sense of community, livability, and visual appeal. The park's landscaped open space and playground complement the surrounding single-family residential environment by providing a peaceful, attractive setting that encourages outdoor activity and neighbor interaction. Rather than altering the existing residential character, the park reinforces it—serving as a natural extension of the neighborhood's identity. Its design and scale are compatible with nearby homes and land uses, and consistent with the area's quiet, family-oriented atmosphere. By introducing green space that improves aesthetics, fosters social connection, and enhances environmental quality, the existing park/ playground contributes positively to the locality's charm, cohesion, and overall sense of place—thereby advancing the community's long-term vision and strengthening its essential character.***

In addition, Section 12.6-2 of the Zoning Ordinance further suggests that the Plan Commission supplement the above standards by taking into consideration the extent to which the facts listed on Exhibit A have been established by the evidence presented during the public hearing process and further support the approval of the Applicant's requests. Please refer to Exhibit G for a more detailed response to Standards for Variations.

### **Staff Recommendation**

Based on the findings reflected in this staff report, the Staff recommends:

**The Plan Commission recommends City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.**

**Exhibit A****Supplemental Variation Approval Facts to Consider Per Zoning Ordinance Section 12.6-2**

1. *That the particular physical surroundings, shape, or topographical condition of the specific property involved will result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.*
2. *The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.*
3. *That the alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.*
4. *That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.*
5. *That the variation does not permit a use otherwise excluded from the particular zone except for uses authorized by the Plan Commission, subject to the approval of the City Council, as "similar and compatible uses."*
6. *That the variation granted is the minimum adjustment necessary for the reasonable use of the land.*
7. *That the granting of any variation is in harmony with the general purposes and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the Comprehensive Plan for development of the City.*
8. *That, for reasons fully set forth in the recommendations of the Plan Commission, and the report of the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Zoning Ordinance deprives the applicant of any reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.*

**Exhibit B****Supplemental Special Use Approval Facts to Consider Per Zoning Ordinance Section 12.7-6**

1. *That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.*
2. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
3. *That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
4. *That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.*
5. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
6. *That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.*



## Exhibit C

Application for Development

For Office Use Only: <b>Case Number:</b> <b>Plat of Subdivision, SU-25-4-11-1 &amp; V-25-4-11-1</b>
---

**Project Name:** 2227 Parkrose Street (Stanley Gustafson Park) Preliminary and Final Plat of Subdivision; Special Use for an Existing Park/Playground; and Multiple Variations Request from Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances

Owner: \_\_\_\_\_ Correspondence To: \_\_\_\_\_

Street address: 20600 City Center Blvd Street address: \_\_\_\_\_

City, St., Zip: Crest Hill, IL 60403 City, St., Zip: \_\_\_\_\_

Phone: 815-741-5106 Phone: \_\_\_\_\_

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

**Property Address: Property Information:**

Street address: 2227 Parkrose Street Lot Width: 60 feet

City, St., Zip: Crest Hill, IL 60403 Lot Depth: 136.3 feet

PIN: 11-04-31-109-007-0000 & 11-04-31-109-019-0000 Total Area: 8,176 sq-ft

\*Submit an electronic version of the legal description only in a Word document to:

[buildingdepartment@cityofcresthill.com](mailto:buildingdepartment@cityofcresthill.com)

Existing Zoning: R-1

Requested Zoning: R-1 Special Use Proposed Land Use: Public Park/ Playground

**Adjoining Properties Zoning and Uses:**

North of Property: R-1

South of Property: R-1

East of Property: R-1

West of Property: R-1

Purpose Statement (intended use and approval sought): \_\_\_\_\_

**Approval of Plat of Subdivision, Special Use, and multiple variations from Crest Hill Zoning Ordinance and Code of Ordinances for an existing public park/ playground known as Stanley Gustafson Park**

**Development Request:** Please check all that apply and describe:

☐ Rezoning: \_\_\_\_\_

☒ Special Use: Public Park/ Playground in R-1 Single-Family Residence District

☒ Variance: Refer to Exhibit E for a complete list of requested variations

☐ Planned Unit Development: \_\_\_\_\_

☐ Annexation: \_\_\_\_\_

☒ Plat: Preliminary and Final Plat of Subdivision

☐ Other: \_\_\_\_\_

**Contact Information** – If not yet known, please indicate as TBD. Check those parties in which copies of all correspondences should be forwarded.

☐ Civil Engineer: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Contractor: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Architect: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Builder: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

I agree to be present (in person or by counsel) when the Plan Commission and City Council hear this development request.

Dan Ritter

Signature of the Applicant

10/24/2025

Date

If you (the applicant) are not the owner of record, please provide the owner's signature.



Signature of the Owner

10/24/25

Date

**EXHIBIT D**  
**LEGAL DESCRIPTION**

PROPERTY ADDRESS: 2227 PARKROSE STREET, CREST HILL, IL, 60403

PERMANENT INDEX NOS: 11-04-31-109-007-0000 and 11-04-31-109-019-0000

LEGAL DESCRIPTION: THE NORTHWESTERLY 10 FEET OF LOT 474 IN RICHLAND SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS AND ALL OF LOT 473, IN RICHLAND SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16 PAGE 60, AS DOCUMENT NO. 392933, IN WILL COUNTY, ILLINOIS.

## EXHIBIT E

### 2227 PARKROSE STREET– LIST OF REQUESTED VARIATIONS

#### **Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District**

- Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. [Lot area for the existing public park/playground is 4,426 sq-ft.](#)
- Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. [Lot width for the existing public park/playground is 60 feet.](#)

#### **Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards**

- Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. [Existing fence at front and corner side yards is 50% open, four \(4\) feet in height, and with no setbacks.](#)
- Recreational structures and playground equipment, not greater than seven (7) feet in height are permitted in rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. [Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.](#)

#### **Crest Hill Code of Ordinances Section 15.12.067 On Premises Signs of Chapter 15.12 Sign Code**

- Only on premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. [Existing off-premises sign for the public park/playground is located on the public right of way.](#)

**EXHIBIT F: 2227 Parkrose Street (Subject Property) Photos of the Existing Condition**









Stanley Gustafson Park Facing Parkrose Street



Stanley Gustafson Park Facing Webb Street

## EXHIBIT G - Response to the City of Crest Hill Standards for Special Uses

### 12.7-6 STANDARDS FOR SPECIAL USES ([ZONING ORDINANCE](#), p-134)

No special use, including Planned Unit Developments, shall be recommended by the Plan Commission unless said Commission shall find:

1. **That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.** The formal establishment, maintenance, and operation of Stanley Gustafson Park promote the public health, safety, and general welfare in several ways. The park provides easily accessible open space for physical activity, relaxation, and outdoor recreation. The existing park/ playground's landscaped areas, trees, and vegetation also improve local air quality and contribute to a healthier neighborhood environment. A well-maintained park enhances neighborhood safety by activating public space and encouraging regular community presence. Increased pedestrian activity and visibility provide natural surveillance ("eyes on the street"), which can deter crime and vandalism. Furthermore, designated recreational areas within the existing park/ playground offer safe spaces for children and families, reducing the need to play or gather near roadways or private properties. The existing park/ playground serves as a focal point for neighborhood interaction, fostering a sense of community identity and social connection among residents. It enhances the aesthetic quality and livability of the area, supporting a balanced mix of land uses that align with community development goals. The Special Use allows this use to continue and be expanded upon.
2. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.** The formal establishment, maintenance, and operation of Stanley Gustafson Park enhances the enjoyment and desirability of surrounding properties by providing an attractive, accessible, and well-maintained open space for recreation and community gathering. The park's landscaped areas and greenery improve the visual character of the area and create a more pleasant environment for residents and visitors alike. Proximity to parks is consistently associated with increased property satisfaction and higher real estate values. Homes and businesses located near parks benefit from improved aesthetics, reduced noise and heat from added vegetation, and the appeal of convenient outdoor amenities. The existing park/ playground also strengthens neighborhood cohesion and community pride, further contributing to the area's stability and attractiveness.
3. **That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.** The formal establishment of Stanley Gustafson Park promotes the normal and orderly development of the surrounding area by introducing a well-planned public amenity that complements existing and future land uses. Parks are integral components of balanced community design, providing open space that enhances neighborhood character, supports residential development, and encourages compatible infill and redevelopment.
4. **That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.** The existing public park/ playground has adequate utilities, access roads, drainage, and/or other necessary facilities.

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** The existing park has adequate ingress and egress. Additionally, Stanley Gustafson Park helps minimize traffic congestion on public streets by providing a nearby neighborhood-oriented recreational and gathering space that residents can easily access by walking or biking, rather than driving to more distant parks. By serving the local neighborhood, the existing park/ playground reduces the need for short vehicle trips, thereby lowering traffic volumes and parking demand on surrounding roadways.
  
6. **That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.** The existing park/ playground use is consistent with the intent and permitted special uses of the R-1 Single-Family Residence District, which encourages the provision of public open space and recreational amenities that enhance community livability. Furthermore, the operation and maintenance of Stanley Gustafson Park will adhere to the city codes governing public facility upkeep, hours of operation, and public safety. Through compliance with these regulations, the existing park/ playground integrates seamlessly into the surrounding neighborhood while supporting the goals of the City's Comprehensive Plan and the Crest Hill Zoning Ordinance.

## EXHIBIT H - Response to the City of Crest Hill Standards for Variations

### 12.6-2 STANDARDS FOR VARIATIONS ([ZONING ORDINANCE](#), p-131)

The Plan Commission shall recommend, and the City Council shall grant a variation only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:

1. **That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;** The subject property cannot yield a reasonable economic return if limited solely to the uses permitted under the R-1 Single-Family Residence District. Due to its size, shape, and location, the site is not well-suited for residential development. The limited lot area and potential constraints related to access and setbacks make the construction of other uses economically infeasible. In contrast, the existing public park/ playground represents a viable and beneficial adaptive use that provides substantial community value while respecting surrounding residential character. The existing public park/ playground utilizes the parcel efficiently, eliminates a potential vacant or underutilized lot, and enhances the livability of the neighborhood. Therefore, allowing the property to be used as a public park/ playground rather than for single-family residential purposes is justified, as it enables productive use of the land that is consistent with community objectives and provides a reasonable return in the form of public benefit rather than private economic gain.
2. **That the plight of the owner is due to unique circumstances;** The existing park/ playground represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the site from typical residential lots within the district. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/ playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. These factors together create a unique and practical justification for permitting Stanley Gustafson Park to be permitted on its own lot; as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.
3. **That the variation, if granted, will not alter the essential character of the locality.** Stanley Gustafson Park enhances and strengthens the essential character of the locality by preserving and promoting the neighborhood's sense of community, livability, and visual appeal. The park's landscaped open space and playground complement the surrounding single-family residential environment by providing a peaceful, attractive setting that encourages outdoor activity and neighbor interaction. Rather than altering the existing residential character, the park reinforces it—serving as a natural extension of the neighborhood's identity. Its design and scale are compatible with nearby homes and land uses, and consistent with the area's quiet, family-oriented atmosphere. By introducing green space that improves aesthetics, fosters social connection, and enhances environmental quality, the existing park/ playground contributes positively to the locality's charm, cohesion, and overall sense of place—thereby advancing the community's long-term vision and strengthening its essential character.

For the purpose of supplementing the above standards, the Plan Commission, in making the determination, whenever there are particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

1. **That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.** The physical characteristics of the subject property create a practical hardship that makes strict application of R-1 Single-Family Residence District regulations unreasonable. The parcel's limited size and restricted access make it difficult or infeasible to develop a conforming single-family residence that meets all setback, lot coverage, and parking requirements. Because of these physical constraints, the property cannot be reasonably or economically developed under the existing R-1 Single-Family Residence District standards. Attempting to do so would require substantial alterations or variances that could negatively affect adjoining properties or the character of the neighborhood. In contrast, use of the property as a public park/ playground is uniquely suited to the site's physical conditions. The existing park/ playground requires minimal structural development, preserves existing natural features, and integrates harmoniously with adjacent residential uses. Allowing the park/ playground use alleviates the hardship imposed by the site's limitations while providing a beneficial public amenity consistent with the goals of the Crest Hill Zoning Ordinance and the Crest Hill comprehensive plan.
2. **The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.** The subject property possesses unique conditions that distinguish it from other properties within the R-1 Single-Family Residence District. These conditions include existing site physical constraints such as lot size, setbacks, and lot coverage, which make it unsuitable for conventional residential development but highly appropriate for a small public park or open-space use. Unlike typical residential lots that are designed for single-family homes with standard setbacks and utilities, this parcel is smaller and adjacent to public right-of-way that limit buildable area. These characteristics prevent the property from being reasonably developed in the same manner as surrounding residential parcels. At the same time, these unique conditions make the property particularly well-suited for low-intensity community use as a public park/ playground. The public park/ playground function preserves the land's natural features, enhances the neighborhood environment, and provides public benefit while remaining compatible with nearby homes. Accordingly, the property's unique physical and locational characteristics justify its consideration for park use and distinguish it from other properties within the same zoning classification, thereby supporting the requested zoning variations.
3. **That the alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.** The hardship affecting the Subject Property arises directly from the limitations imposed by the R-1 Single-Family Residence District zoning regulations. Under the current zoning, the subject property may only be developed with a single-family dwelling and related accessory structures. However, due to the size and locational characteristics of the parcel, conforming single-family residential development is not feasible or economically reasonable. The Crest Hill Zoning Ordinance, while appropriate for standard residential lots, does not adequately account for smaller or irregular parcels such as the Subject Property. The required setbacks and lot coverage restrict the buildable area to a point where

residential construction cannot occur without significant variance relief. As a result, the Crest Hill Zoning Ordinance unintentionally creates practical difficulty and undue hardship that prevents the reasonable use of the Subject Property. Permitting the Subject Property to be used as a public park/ playground provides a reasonable and beneficial alternative use that aligns with the intent of the Crest Hill Zoning Ordinance—to promote public health, safety, and welfare—while eliminating the hardship created by strict residential limitations. The public park/ playground use would make productive use of an otherwise undevelopable parcel, preserve open space, and enhance the quality of life within the surrounding single-family neighborhood.

4. **That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.** The existing public park/ playground within the R-1 Single-Family Residence District single-family will not impair an adequate supply of light and air to adjacent properties, nor will it create adverse impacts on public safety, traffic circulation, or neighborhood property values. Because the existing public park/ playground involves open space and minimal structural development, it will preserve—rather than obstruct—the flow of natural light and air to neighboring homes. The existing public park/ playground enhances the visual openness of the area, maintaining a pleasant and unobtrusive environment consistent with the residential character of the neighborhood. The existing public park/ playground will not substantially increase congestion in public streets, as it primarily serves local residents who are expected to arrive on foot or by bicycle. Additionally, the existing park will not increase the danger of fire or endanger public safety, since the site will be maintained in accordance with City codes, including fire safety and accessibility standards. The absence of large buildings or intensive activities further minimizes any potential hazards. Finally, the presence of the existing public park/ playground will not diminish or impair property values; rather, it is likely to enhance them by improving the aesthetic and recreational appeal of the neighborhood. Parks have been shown to contribute positively to the overall livability and desirability of residential areas. Accordingly, the existing public park/ playground will operate harmoniously with adjacent properties, support neighborhood well-being, and uphold the purposes of the Crest Hill Zoning Ordinance.
5. **That the variation does not permit a use otherwise excluded from the particular zone except for uses authorized by the Plan Commission, subject to the approval of the City Council, as “similar and compatible uses.** Per Table 3 Index of Permitted & Special Uses in Residential Districts of the Crest Hill Zoning Ordinance, parks and playgrounds are classified as special use in the R-1 Single-Family Residence District.
6. **That the variation granted is the minimum adjustment necessary for the reasonable use of the land.** The requested variations for the existing public park/ playground within the R-1 Single-Family Residence District represent the minimum adjustment necessary to enable the reasonable and beneficial use of the Subject Property. The parcel’s size and physical characteristics make it impractical to develop for a conforming single-family dwelling under current R-1 Single-Family Residence District zoning regulations. Without relief, the property would likely remain vacant or underutilized, contributing little to the community or surrounding neighborhood. The existing public park/ playground requires only minor deviation from the applicable regulations of the Crest Hill Zoning Ordinance and Code of Ordinances and does not alter the essential residential character of the area. No large structures, increased density, or intensive uses are proposed. Instead, the existing public park/ playground consists primarily of open green space, landscaping,

and small-scale amenities such as benches, walking paths, and play areas—features that are compatible with adjacent homes and neighborhood conditions. By granting the requested variations, the City Council allows the property to be used productively in a manner that aligns with community goals, supports public welfare, and preserves neighborhood aesthetics. This limited relief provides the least intrusive and most appropriate solution for making reasonable use of the land while maintaining the intent and integrity of the Crest Hill Zoning Ordinance and Code of Ordinances.

7. **That the granting of any variation is in harmony with the general purposes and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the Comprehensive Plan for development of the City.** The existing public park/ playground is fully in harmony with the general purposes and intent of the Crest Hill Zoning Ordinance and the Crest Hill Comprehensive Plan. The Crest Hill Zoning Ordinance seeks to promote the public health, safety, comfort, and general welfare of the community by encouraging the proper use of land, the preservation of open space, and the protection of residential character. The existing public park/ playground directly advances these goals by providing accessible green space, enhancing neighborhood livability, and fostering community interaction. The existing public park's design and operation will be low impact, consisting primarily of landscaped open areas, benches, walkways, and playground equipment that are compatible with the surrounding single-family homes. The park will be maintained to the City standards for safety, cleanliness, and appearance, ensuring that it remains a positive and attractive community feature. Furthermore, the existing public park/ playground complements and enhances the essential character of the locality by preserving open space, promoting pedestrian activity, and improving the aesthetic quality of the area. The park's presence reinforces the residential nature of the neighborhood and provides a shared community benefit consistent with neighborhood values. Finally, the existing public park/ playground is consistent with the City's Comprehensive Plan, which typically encourages accessible recreational areas, environmental stewardship, and the creation of vibrant, healthy neighborhoods.
8. **That, for reasons fully set forth in the recommendations of the Plan Commission, and the report of the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Zoning Ordinance would deprive the applicant of any reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.** Strict application of the provisions of the Crest Hill Zoning Ordinance would deprive the Subject Property of reasonable use of the land. Under the existing R-1 Single-Family Residence District zoning classification, the property may only be developed with a single-family dwelling and customary accessory structures. However, due to the size, location, and physical characteristics of the parcel, development for residential use in compliance with all zoning standards—such as minimum lot area, lot coverage, setbacks, parking, access, etc.—would be impractical or economically unfeasible. The Crest Hill Zoning Ordinance, while appropriate for typical residential lots, does not account for parcels with unique constraints or community-serving potential such as the Subject Property. As a result, strict enforcement would effectively render the land unusable for its zoned purpose, leading to vacancy or underutilization and providing no meaningful benefit to the neighborhood or the City. Allowing the property to be used as a public park offers a reasonable, beneficial, and compatible alternative use that serves the public interest without undermining the intent of the Crest Hill Zoning Ordinance. The existing public park/ playground would enhance community well-being, preserve open space, and harmonize with adjacent residential properties while mitigating the hardship caused by rigid application of the zoning

regulations. Therefore, relief from the strict application of the Crest Hill Zoning Ordinance and Code of Ordinances is justified to permit a reasonable and productive use of the land consistent with both the spirit and intent of the Crest Hill Zoning Ordinance and Crests Hill Comprehensive Plan.

# PLAT OF SUBDIVISION

BEING A RESUBDIVISION OF THE NORTHWESTERLY 10 FEET OF LOT 474 IN RICHLAND SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS AND ALL OF LOT 473, IN RICHLAND SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

AREA IN THIS RESUBDIVISION = 8,176 SQ. FT. OR 0.188 ACRES

State of Illinois )  
County of Will ) SS

The undersigned, City of Crest Hill, a Municipal Corporation, as Titleholder to the property as described hereon, in the City of Crest Hill, Illinois, does hereby certify that as such Titleholder it has caused said property to be surveyed and subdivided as shown hereon.

Also, this is to certify that the property described herein, to the best of the Titleholder's knowledge and belief, lies within the boundaries of:

Plainfield Community Consolidated School District 202, Unit School District 202  
Joliet Junior College Community College District 525

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Attest: \_\_\_\_\_  
CITY CLERK

State of Illinois )  
County of Will ) SS

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid do hereby certify that

\_\_\_\_\_ and \_\_\_\_\_ of the City of Crest Hill, Illinois personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Mayor and City Clerk respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said City, for the uses and purposes therein set forth; and that the said City Clerk did also then and there acknowledge that they, as Custodian of the Corporate Seal of said City, did affix said Seal of said City to the said instrument as their own free and voluntary act, and as the free and voluntary act of said City, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NOTARY PUBLIC

State of Illinois )  
County of Will ) SS

We, Robinson Engineering, Ltd., Illinois Professional Design Firm Number 184001128, do hereby certify that a land survey has been made under our direction of the following described property:

The northwesterly 10 feet of Lot 474 in Richland Subdivision of the Northwest Quarter of Section 31, Township 36 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois and all of Lot 473, in Richland Subdivision, a subdivision of part of the Northwest Quarter of Section 31, Township 36 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded in Plat Book 16 Page 60, as Document No. 392933, in Will County, Illinois.

We have subdivided said property into two lots of which are represented on the plat hereon drawn. Distances are shown in feet and decimal parts thereof and angular bearings are shown in degrees, minutes and seconds.

We further state that said property falls within the Corporate Limits of the City of Crest Hill, Will County, Illinois and that based on examination of the Federal Emergency Management Agency Maps of Will County, Illinois and Incorporated Areas Panel 142 of 585, Map Number: 17197C0142G with a Map Revised Date of February 15, 2019, the property included in this plat lies within Zone X, no screening, which is identified as an Area of Minimal Flood, subject to uncertainties, inaccuracies, and scale of said map and the uncertainties and inaccuracies associated with scaling from said map.

We hereby designate the City of Crest Hill, Will County, Illinois, to submit this plat, in the original version as dated and signed below for recording on our behalf.

All exterior and interior corners have been set per 765 ILCS 205/1.

Dated at Frankfort, Illinois, 22nd day of September, 2025.

Illinois Professional Land Surveyor No. 035-003241  
License Expiration Date: November 30, 2026

Note:

- The ground coordinate system used and bearings provided for on this plat are derived from Global Navigation Satellite System (GNSS) measurements. The values shown on the hereon drawn plat are estimated Illinois State Plane Eastern Zone North American Datum 1983 (NAD '83 (2011)) (GEOID18) GROUND coordinates based upon an average location for the length of the project having the following parameters:

41°33'42.591968811" North Latitude (NAD '83 (2011) Epoch 2010)  
88°08'21.256038787" West Longitude (NAD '83 (2011) Epoch 2010)  
518.460 Ellipsoid Height U.S. Survey Feet (NAD '83 (2011) Epoch 2010)  
627.133 Orthometric Height U.S. Survey Feet (NAVD '88 Geoid '18)

Use of the above information should yield a combined factor of: 1.0000465630.

Ground distances should be divided by the combined factor to arrive at grid distances. Grid distances should be multiplied by the combined factor to arrive at ground distances.

- Compare all points before building and report any difference at once.

- This subdivision plat was prepared with the benefit of information contained in Fidelity National Title Insurance Company Commitment issued by Wheatland Title Company, File No: ROB-2025WL-10084.0 with an Effective Date of September 12, 2025.

- (XXX.XX') Denotes record dimension or dimension computed from record dimension values.  
XXX.XX' Denotes measured dimension or dimension computed from measured dimension values.

State of Illinois )  
County of Will ) SS

Robinson Engineering does hereby state that to the best of our knowledge and belief the drainage of surface waters will not be changed by the contruction of such subdivision or any part thereof or that if such surface water drainage will change, adequate provision has been made for the collection and diversion of such surface waters into public areas or drains which the subdivider has a right to use and that such surface waters will not be deposited on the property of adjoining land owners in such concentrations as may cause damage to the adjoining property because of the construction of the subdivision.

Dated at Frankfort, Illinois, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Engineer

## BLANKET UTILITY AND DRAINAGE EASEMENT PROVISIONS

A BLANKET EASEMENT FOR UTILITIES AND DRAINAGE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF CREST HILL, ILLINOIS, AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRANCHISE FROM THE CITY OF CREST HILL, ILLINOIS, INCLUDING, BUT NOT LIMITED TO COMMONWEALTH EDISON COMPANY, A.T. & T., APPLICABLE CABLE TELEVISION COMPANIES, NORTHERN ILLINOIS GAS COMPANY AND THEIR SUCCESSORS AND ASSIGNS, OVER LOTS 1 AND 2 AS SHOWN HEREON, FOR THE PERPETUAL RIGHT, PRIVILEGE, AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILITY TRANSMISSION AND DISTRIBUTION SYSTEMS AND INCLUDING WATERMAINS AND SERVICES, STORM WATER DETENTION, STORM AND / OR SANITARY SEWER MAINS AND SERVICES, STREET LIGHTS AND WIRING TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES, AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, ALONG, UNDER, AND THROUGH SAID INDICATED BLANKET EASEMENT, TOGETHER WITH RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY MEN AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM, OR REMOVE ANY TREES, SHRUBS, OR OTHER PLANTS ON THE BLANKET EASEMENT THAT INTERFERE WITH THE SAME OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT STRUCTURES SHALL BE PLACED ON SAID BLANKET EASEMENT, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING, AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE THE EASEMENT IS USED FOR BOTH SEWER AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF CREST HILL.

## ACCESS EASEMENT PROVISIONS

AN EASEMENT FOR ACCESS IS GRANTED OVER LOT 1 FOR THE BENEFIT OF LOT 2.

## EASEMENT PROVISIONS

An easement for serving the subdivision and other property with electric and communications service is hereby reserved for and granted to:

**Commonwealth Edison Company,  
A.T. & T.,  
Applicable Cable Television Company,  
Grantees**

their respective successors and assigns, jointly and severally, to install, operate, maintain and remove, from time to time, facilities used in connection with overhead and underground transmission and distribution of electricity and sounds and signals in, over, under, across, along and upon the surface of the property shown within the dotted lines on the plat and marked "Easement", the property designated in the Declaration of Condominium and/or on this plat as "Common Elements", and the property designated on the plat as a "Common area or areas", and the property designated on the plat for streets and alleys, whether public or private, together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, and the right to cut, trim or remove trees, bushes and roots as may be reasonably required incident to the rights herein given, and the right to enter upon the subdivided property for all such purposes. Obstructions shall not be placed over grantees' facilities or in, upon or over the property within the dotted lines marked "Easement" without the prior written consent of grantees. After installation of any such facilities, the grade of the subdivided property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof.

The term "Common Elements" shall have the meaning set forth for such term in the "Condominium Property Act", Chapter 765 ILCS 605/2(e), as amended from time to time.

The term "common area or areas" is defined as a lot, parcel or area of real property, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the planned development, even though such be otherwise designated on the plat by other terms such as, "outlots", "common elements", "open space", "open area", "common ground", "parking and common area". The terms "common area or areas" and "Common Elements" shall have that meaning set forth for such term in the Declaration of Condominium and/or on this plat as "Common Elements" and/or on this plat as "Common Elements".

Relocation of facilities will be done by Grantees at cost of Grantee/Lot Owner, upon written request.

An easement is hereby reserved for and granted to NORTHERN ILLINOIS GAS COMPANY, its successors and assigns ("NI-Gas") to install, operate, maintain, repair and remove, facilities used in connection with the transmission and distribution of natural gas in, over, under, across, along and upon the surface of the property shown on this plat marked "Easement", "Common Area or Areas", and streets and alleys, whether public or private, and the property designated in the Declaration of Condominium and/or on this plat as "Common Elements" Together with the right to install required service connections over or under the surface of each lot and common area or areas to serve improvements thereon, or on adjacent lots, and common area or areas, and to serve other property, adjacent or otherwise, and the right to remove obstructions, including but not limited to, trees, bushes, roots and fences, as may be reasonably required incident to the rights herein given, an the right to enter upon the property for all such purposes. Obstructions shall not be placed over NI-Gas facilities or in, upon or over the property identified on this plat for utility purposes without the prior written consent of NI-Gas. After installation of any such facilities, the grade of the property shall not be altered in a manner so as to interfere with the proper operation and maintenance thereof. The term "Common Elements" shall have that meaning set forth for such term in Section 605/2(e) of the "Condominium Property Act" (Illinois Compiled Statutes, Ch. 765, Sec. 605/2(e)), as amended from time to time. The term "Common Area or Areas" is defined as a lot, parcel or area of real property, including real property surfaced with interior driveways and walkways, the beneficial use and enjoyment of which is reserved in whole as an appurtenance to the separately owned lots, parcels or areas within the property, even though such areas may be designated on this plat by other terms.

State of Illinois )  
County of Will ) SS

This is to certify that I find no delinquent or unpaid current taxes or special assessments against any of the real estate included in this plat of subdivision.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WILL COUNTY CLERK

State of Illinois )  
County of Will ) SS

I, \_\_\_\_\_, Director of the Tax Mapping and Platting Office do hereby certify that I have checked the property description on this plat against available county records and find said description to be true and correct, the property herein described is

located on Map Page #04-31A-W and Identified as Permanent Real Estate Tax Index Number (P.I.N.) 11-04-31-109-007-0000 and

11-04-31-109-019-0000.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

DIRECTOR

State of Illinois )  
County of Will ) SS

This Instrument No. \_\_\_\_\_ was filed for record in the Recorder's Office of Will County, Illinois, on the

\_\_\_\_ day of \_\_\_\_\_, 20\_\_, at \_\_\_\_\_ o'clock \_\_\_\_ m.

WILL COUNTY RECORDER

State of Illinois )  
County of Will ) SS

Approved by the City of Crest Hill Planning Commission at a meeting held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CHAIRPERSON

SECRETARY

State of Illinois )  
County of Will ) SS

Approved by the City Council of the City of Crest Hill at a meeting held on \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

MAYOR

CITY CLERK

25-R0969

**ROBINSON ENGINEERING, LTD.**  
CONSULTING REGISTERED PROFESSIONAL ENGINEERS  
AND PROFESSIONAL LAND SURVEYORS  
125 MOONEY DRIVE BOURBONNAIS, ILLINOIS 60914  
(815) 932-7406 Web: www.reltd.com  
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ILLINOIS DESIGN FIRM REGISTRATION NO. 184001128

FOR: **CITY OF CREST HILL**  
**20600 CITY CENTER BOULEVARD**  
**CREST HILL, ILLINOIS 60403**

Drawn by: KM Date: September 22, 2025  
Checked by: R.E.G. Scale: 1" = 30'  
Sheet 1 of 1 Project No. 25-R0969

25-R0969 SUBD-01.DWG





## Agenda Memo

Crest Hill, IL

<b>Date:</b>	12/1/25
<b>Submitter:</b>	Julius Hansen, Interim Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Wonderware and Dell Support Renewals

### Summary:

The Dell and Wonderware support renewals are for providing uninterrupted service for the SCADA system that is used to operate the East Sewer Treatment Plant. These renewals will expire at the end of 2026.

- Dell- This provides Dell Tech support, including 4-hour onsite service for parts and maintenance, as well as the ability to download the latest firmware for the SCADA server.
- Wonderware- This provides access to Wonderware internet and phone support for the SCADA application. It also entitles the city to the latest software packages, patches and software licensing updates, as well as the ability to move or recover licenses. Lastly, this locks in the City's SCADA licenses at a discounted rate. Without this support, the next time the server is updated, purchasing the licenses again would cost around \$60,000.

### Recommended Council Action:

Approve the expenditure for the support renewals. Purchasing the license again is expensive so it is recommended to lock in the current licenses rate to reduce future costs.

### Financial Impact:

The cost for one year is \$24,090.27 to be funded by the East STP Wastewater fund.

### Attachments:

- Memo
- Quote from Concentric Integration



## Support Renewals

Crest Hill, IL  
20600 City Center Blvd.  
Crest Hill, Illinois 60403  
United States

Reference: 20250807-131003817  
Quote created: August 7, 2025  
Quote expires: December 19, 2025  
Quote created by: Allie Nicolia  
Project Coordinator  
anicolia@goconcentric.com  
+18154443357

Item & Description	Quantity	Unit Price	Total
Wonderware Support Renewal AVEVA Customer FIRST Support Renewal - Standard Level Agreement Number: 110227 Renewal Through: October 8th, 2025- October 8th, 2026	1	\$22,814.35	\$22,814.35
Dell Support Renewal Serial Number: 6GMWMR2 Renewal Through: October 19th, 2025- October 18th, 2026.	1	\$1,275.92	\$1,275.92
<b>Total</b>			<b>\$24,090.27</b>

### Purchase terms

The information in this document is believed to be accurate. However, Concentric Integration assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Concentric Integration is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

## Signature

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Signature

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Date

---

Printed name

## Questions? Contact me



Allie Nicolia  
Project Coordinator  
anicolia@goconcentric.com  
+18154443357

Concentric Integration  
8678 Ridgefield Rd  
Crystal Lake, IL 60012  
United States

## Report Criteria:

Detail report type printed

[Report].Check Issue Date = 11/25/2025,12/02/2025

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
25	Aerzen USA	SEPI-25-006	MAINTENACE PARTS F	11/17/2025	1,869.01	1,869.01	25413	12/02/2025	1125	07085366
Total 25:					1,869.01	1,869.01				
26	Aflac	145953 Nove	AFLAC 11-2025	11/27/2025	2,642.12	2,642.12	25414	12/02/2025	1125	01015300
Total 26:					2,642.12	2,642.12				
64	American Le	46274	BINDER FOR CODE O	10/31/2025	150.00	150.00	25417	12/02/2025	1125	01105321
Total 64:					150.00	150.00				
68	American Wa	SO268346 3	MEMBERSHIP DUES -	10/24/2025	89.00	89.00	25418	12/02/2025	1125	07065341
		SO268347 3	MEMBERSHIP DUES -	10/24/2025	89.00	89.00	25418	12/02/2025	1125	07085341
Total 68:					178.00	178.00				
78	Applied Conc	467538	APPLIED CONCEPTS, I	11/10/2025	3,907.98	3,907.98	25419	12/02/2025	1125	01075400
Total 78:					3,907.98	3,907.98				
82	Vestis	6030464833	UNIFORMS FOR STP	11/05/2025	24.29	24.29	25496	12/02/2025	1125	07075344
		6030464833	UNIFORMS FOR WATE	11/05/2025	12.96	12.96	25496	12/02/2025	1125	07065344
		6030464836	UNIFORMS FOR FLEE	11/05/2025	12.73	12.73	25496	12/02/2025	1125	01035344
		6030464836	UNIFORMS FOR STRE	11/05/2025	42.03	42.03	25496	12/02/2025	1125	01035344
		6030464836	MATS FOR PUBLIC WO	11/05/2025	28.58	28.58	25496	12/02/2025	1125	01045300
		6030464836	UNIFORMS FOR BUILD	11/05/2025	12.78	12.78	25496	12/02/2025	1125	01045344
		6030464836	UNIFORMS FOR STP	11/05/2025	10.65	10.65	25496	12/02/2025	1125	07075344
		6030466944	UNIFORMS FOR STP	11/12/2025	24.29	24.29	25496	12/02/2025	1125	07075344
		6030466944	UNIFORMS FOR WATE	11/12/2025	12.96	12.96	25496	12/02/2025	1125	07065344
		6030469033	UNIFORMS FOR STP	11/19/2025	25.29	25.29	25496	12/02/2025	1125	07075344
		6030469033	UNIFORMS FOR WATE	11/19/2025	12.96	12.96	25496	12/02/2025	1125	07065344
		6030469036	UNIFORMS FOR FLEE	11/19/2025	12.73	12.73	25496	12/02/2025	1125	01035344
		6030469036	UNIFORMS FOR STRE	11/19/2025	43.58	43.58	25496	12/02/2025	1125	01035344
		6030469036	MATS FOR PUBLIC WO	11/19/2025	28.58	28.58	25496	12/02/2025	1125	01045300
		6030469036	UNIFORMS FOR BUILD	11/19/2025	12.78	12.78	25496	12/02/2025	1125	01045344
		6030469036	UNIFORMS FOR STP	11/19/2025	13.18	13.18	25496	12/02/2025	1125	07075344
Total 82:					330.37	330.37				
102	AT&T 831-00	6652088014	ATT PUBLIC WORKS 2	11/19/2025	2,503.11	2,503.11	25420	12/02/2025	1125	07085301
Total 102:					2,503.11	2,503.11				
103	AT&T 831-00	7521849016	INTERNET SERVICE W	11/19/2025	176.93	176.93	25421	12/02/2025	1125	07065301
Total 103:					176.93	176.93				
137	Battery Servi	0124878	FLEET- UNIT #280 BAT	11/19/2025	111.80	111.80	25424	12/02/2025	1125	01075400
Total 137:					111.80	111.80				
195	Concentric In	0278738	CONCENTRIC EXPEN	11/14/2025	2,757.50	2,757.50	25430	12/02/2025	1125	07085301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 195:					2,757.50	2,757.50				
222	CCRA Profes	CH109	SERVICES PROVIDED	05/20/2025	6,534.00	6,534.00	25427	12/02/2025	1125	07065300
Total 222:					6,534.00	6,534.00				
296	Edward Clark	Gas Reimbur	CLARK-TRAVEL EXPE	11/07/2025	40.00	40.00	25437	12/02/2025	1125	01025342
Total 296:					40.00	40.00				
327	ComEd 2395	October 2025	5129821222	11/06/2025	38.57	38.57	25429	12/02/2025	1125	07075353
		October 2025	2240345000	11/06/2025	197.14	197.14	25429	12/02/2025	1125	07075353
Total 327:					235.71	235.71				
526	FedEx	9-063-89854	FEDEX EXPRESS SER	11/12/2025	10.82	10.82	25440	12/02/2025	1125	01025310
Total 526:					10.82	10.82				
605	Gordon Flesc	IN15388144	GORDON FLESCH MO	11/10/2025	141.47	141.47	25443	12/02/2025	1125	01165300
Total 605:					141.47	141.47				
640	Hawkins Inc	7254202	WATER CHEMICALS	11/03/2025	5,585.04	5,585.04	25444	12/02/2025	1125	07065421
		7257780	SULFUR DIOXIDE & C	11/15/2025	325.00	325.00	25444	12/02/2025	1125	07085421
		7257780	SULFUR DIOXIDE & C	11/15/2025	325.00	325.00	25444	12/02/2025	1125	07065421
Total 640:					6,235.04	6,235.04				
644	Core & Main	Y024036	METERS	10/31/2025	16,102.00	16,102.00	25432	12/02/2025	1125	07095470
Total 644:					16,102.00	16,102.00				
682	Homer Tree	19161	BRUSH PICK UP	10/31/2025	1,000.00	1,000.00	25445	12/02/2025	1125	01035300
Total 682:					1,000.00	1,000.00				
719	IGFOA	G. Gehrle 20	IGFOA REGISTRATION	11/24/2025	300.00	300.00	25446	12/02/2025	1125	01015345
Total 719:					300.00	300.00				
826	JP Morgan C	ACC of Shor	K9 EXPENSE	10/21/2025	238.50	238.50	458	11/25/2025	1025	01025346
		COMCAST 0	COMCAST WSTP	11/12/2025	379.18	379.18	458	11/25/2025	1025	07085301
		Comcast 055	INTERNET - POLICE D	11/09/2025	244.37	244.37	458	11/25/2025	1025	01025300
		Comcast 060	COMCAST WELL #10	10/21/2025	239.80	239.80	458	11/25/2025	1025	07065301
		Dunkin Donut	MOBILE DMV EVENT	10/20/2025	16.49	16.49	458	11/25/2025	1025	01105300
		Fast Printing	LAMINATION	10/31/2025	160.00	160.00	458	11/25/2025	1025	01035321
		Filler Neck S	FLEET- UNIT # 45 FUE	11/05/2025	29.24	29.24	458	11/25/2025	1025	01075400
		Fraud Charg	FRAUDULENT CHARG	10/26/2025	485.00	485.00	458	11/25/2025	1025	01125401
		Hilton 10-21-	CLARK-TRAVEL EXPE	10/21/2025	1,232.74	1,232.74	458	11/25/2025	1025	01025342
		Hotels.com 1	HOTEL STAY-BLAINE	10/15/2025	247.70	247.70	458	11/25/2025	1025	01105341
		Hyatt ICC Po	HOTEL FOR ICC CONF	10/22/2025	1,635.60	1,635.60	458	11/25/2025	1025	01165341
		ICMA B. Win	ICMA MEMBERSHIP-B	10/16/2025	1,200.00	1,200.00	458	11/25/2025	1025	01105345
		ILCMA B. Wi	ILCMA MEMBERSHIP	10/16/2025	415.00	415.00	458	11/25/2025	1025	01105345
		IPass 10-24-	IPASS REPLENISHME	10/24/2025	20.00	20.00	458	11/25/2025	1025	01075300
		Microsoft G1	VISIO SUBSCRIPTION	11/09/2025	36.00	36.00	458	11/25/2025	1025	01065300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		Microsoft G1	EXCHANGE SUBSCRI	11/10/2025	8.40	8.40	458	11/25/2025	1025	01065300
		Potsolve 839	POTS	11/16/2025	210.90	210.90	458	11/25/2025	1025	01105300
		Speedway 10	FUEL	10/21/2025	14.00	14.00	458	11/25/2025	1025	01075410
		The UPS Sto	POSTAGE	10/31/2025	208.10	208.10	458	11/25/2025	1025	07065332
		Tree Towns I	MAP PRINTING	10/15/2025	104.40	104.40	458	11/25/2025	1025	01035321
		Westin Heiss	TRAVEL EXPENSE-HEI	10/16/2025	257.30	257.30	458	11/25/2025	1025	01025342
		Westin Reavi	TRAVEL EXPENSE-RE	10/16/2025	257.30	257.30	458	11/25/2025	1025	01025342
Total 826:					7,640.02	7,640.02				
846	Kimball Midw	103928848	GLOVES	11/12/2025	508.00	508.00	25451	12/02/2025	1125	07085402
Total 846:					508.00	508.00				
849	Kirwan Mech	i78002	WELL HVAC MAINTEN	11/13/2025	1,607.00	1,607.00	25452	12/02/2025	1125	07065361
		i78016	QUARTERLY HVAC MA	11/14/2025	3,030.00	3,030.00	25452	12/02/2025	1125	07085366
		i78058	WELL HVAC MAINTEN	11/18/2025	10,980.00	10,980.00	25452	12/02/2025	1125	07065361
Total 849:					15,617.00	15,617.00				
956	McMaster Ca	55670780	FLEET- BRINE SYSTE	11/19/2025	220.27	220.27	25456	12/02/2025	1125	01075400
Total 956:					220.27	220.27				
958	Meade, Inc.	714908	STREET LIGHT REPAI	11/13/2025	2,874.91	2,874.91	25457	12/02/2025	1125	01035300
		714909	STREET LIGHT REPAI	11/13/2025	5,396.42	5,396.42	25457	12/02/2025	1125	01035300
Total 958:					8,271.33	8,271.33				
961	Menards	96456-1	WATER DEPARTMENT	11/14/2025	60.44	60.44	25458	12/02/2025	1125	07065401
		96502	WATER DEPARTMENT	11/08/2025	14.99	14.99	25458	12/02/2025	1125	07065361
Total 961:					75.43	75.43				
973	Microbac Lab	C25008535	BIOMONITORING EAS	11/07/2025	1,672.25	1,672.25	25460	12/02/2025	1125	07085306
Total 973:					1,672.25	1,672.25				
1003	Factory Moto	53-506470	FLEET- UNIT # 14 BRA	11/06/2025	691.86	691.86	25439	12/02/2025	1125	01075400
		CM#50-6219	FLEET- WINDSHIELD	07/28/2025	16.00	16.00	25439	12/02/2025	1125	01075400
Total 1003:					675.86	675.86				
1058	Nicor 94-96-3	October 2025	WSTP NICOR GAS	11/07/2025	55.56	55.56	25472	12/02/2025	1125	07085350
Total 1058:					55.56	55.56				
1059	Nicor 39-52-5	October 2025	WELL #10 NICOR	11/06/2025	61.04	61.04	25468	12/02/2025	1125	07065350
Total 1059:					61.04	61.04				
1060	Nicor 56-57-8	October 2025	WELL #9/12 NICOR	11/03/2025	178.95	178.95	25469	12/02/2025	1125	07065350
Total 1060:					178.95	178.95				
1062	Nicor 89-13-6	October 2025	WELL #11 NICOR GAS	11/03/2025	151.95	151.95	25470	12/02/2025	1125	07065350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1062:					151.95	151.95				
1063	Nicor 24-66-3	October 2025	LIFT STATION NICOR	11/03/2025	56.25	56.25	25467	12/02/2025	1125	07075350
Total 1063:					56.25	56.25				
1065	Nicor 95-25-4	October 2025	WELL #1 NICOR	10/31/2025	160.53	160.53	25473	12/02/2025	1125	07065350
Total 1065:					160.53	160.53				
1066	Nicor 08-01-5	October 2025	WELL #7 NICOR GAS	10/31/2025	169.95	169.95	25463	12/02/2025	1125	07065350
Total 1066:					169.95	169.95				
1067	Nicor 89-80-1	October 2025	EAST PLANT NICOR	10/31/2025	664.58	664.58	25471	12/02/2025	1125	07085350
Total 1067:					664.58	664.58				
1102	Ottosen DiNo	17802	LABOR / PERSONNEL	10/31/2025	1,258.00	1,258.00	25475	12/02/2025	1125	01105302
Total 1102:					1,258.00	1,258.00				
1148	Physicians I	3128 29426	RANDOM DRUG SCRE	11/06/2025	395.00	395.00	25476	12/02/2025	1125	01015300
		4742 17271	PREEMPLOYMENT SC	11/06/2025	856.00	856.00	25476	12/02/2025	1125	01015300
Total 1148:					1,251.00	1,251.00				
1174	PreCise MR	IN200-20091	FLEET- PUBLIC WORK	11/18/2025	432.00	432.00	25477	12/02/2025	1125	01035300
Total 1174:					432.00	432.00				
1196	R&R Septic	25-3050	PUMP TRUCK TO MOV	11/10/2025	750.00	750.00	25479	12/02/2025	1125	07085373
		25-3119	PUMP TRUCK TO MOV	11/17/2025	750.00	750.00	25479	12/02/2025	1125	07085373
Total 1196:					1,500.00	1,500.00				
1237	Robinson En	25110280	WASTEWATER PRETR	11/17/2025	2,696.75	2,696.75	25480	12/02/2025	1125	07075330
Total 1237:					2,696.75	2,696.75				
1252	Rydin Decal	PS-INV1354	PET TAGS 2026	11/06/2025	268.00	268.00	25482	12/02/2025	1125	01115321
		PS-INV1354	2026 AMUS VEBDING	11/06/2025	552.00	552.00	25482	12/02/2025	1125	01115321
		PS-INV1354	S/H	11/06/2025	30.61	30.61	25482	12/02/2025	1125	01115321
Total 1252:					850.61	850.61				
1285	Brian Semplici	Clothing Allo	FY 26 CLOTHING REIM	11/05/2025	272.74	272.74	25425	12/02/2025	1125	01074107
Total 1285:					272.74	272.74				
1295	Shaw Media	1025100852	CREST HILL PAGE	10/31/2025	224.30	224.30	25483	12/02/2025	1125	01105321
		1025100852	CREST HILL PAGE	10/31/2025	460.00	460.00	25483	12/02/2025	1125	01105321
Total 1295:					684.30	684.30				
1355	Joe Johnson	P07504	FLEET- UNIT # 200 AN	11/10/2025	670.56	670.56	25449	12/02/2025	1125	01075400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		P07527	FLEET- UNIT # 200 CO	11/12/2025	633.12	633.12	25449	12/02/2025	1125	01075400
	Total 1355:				1,303.68	1,303.68				
1366	Stewart Spre	4458	TRANSFER OF LIQUID	09/13/2025	93,186.00	93,186.00	25485	12/02/2025	1125	07085373
	Total 1366:				93,186.00	93,186.00				
1373	Strand Assoc	0232151	ON CALL WAT	11/13/2025	327.86	327.86	25486	12/02/2025	1125	07065330
		0232152	ON CALL WASTEWATE	11/13/2025	552.77	552.77	25486	12/02/2025	1125	07065331
	Total 1373:				880.63	880.63				
1432	Ron Tirapelli	668490	FLEET- UNIT # 17 TAIL	11/06/2025	30.00	30.00	25481	12/02/2025	1125	01075400
		668517	FLEET- UNIT # 14 BRA	11/06/2025	36.86	36.86	25481	12/02/2025	1125	01075400
	Total 1432:				66.86	66.86				
1498	Uline	200062793	JERRICANS AND BOX	11/03/2025	466.40	466.40	25490	12/02/2025	1125	07065332
	Total 1498:				466.40	466.40				
1502	Underground	077526	WATERMAIN REPAIR	11/17/2025	520.00	520.00	25491	12/02/2025	1125	07065430
		077568	WATERMAIN REPAIR	11/18/2025	280.00	280.00	25491	12/02/2025	1125	07065430
	Total 1502:				800.00	800.00				
1503	Uni-Max Man	5590	JANITORAL SERVICES	11/17/2025	2,060.00	2,060.00	25492	12/02/2025	1125	01045300
	Total 1503:				2,060.00	2,060.00				
1521	USABlueBoo	INV0087680	WATER LAB SUPPLIES	11/05/2025	315.93	315.93	25493	12/02/2025	1125	07065420
		INV0087723	STP LAB SUPPLIES	11/05/2025	1,772.70	1,772.70	25493	12/02/2025	1125	07085420
	Total 1521:				2,088.63	2,088.63				
1529	Utility Service	637451	FILTER SERVICES PE	11/19/2025	238,993.00	238,993.00	25494	12/02/2025	1125	07065362
		637452	FILTER SERVICES PE	11/19/2025	238,993.00	238,993.00	25494	12/02/2025	1125	07065362
		637453	FILTER SERVICES PE	11/19/2025	238,993.00	238,993.00	25494	12/02/2025	1125	07065362
	Total 1529:				716,979.00	716,979.00				
1549	Verizon Wirel	6127420756	VERIZON WIRELESS S	11/01/2025	36.01	36.01	25495	12/02/2025	1125	01065350
		6127420756	VERIZON WIRELESS S	11/01/2025	967.76	967.76	25495	12/02/2025	1125	01105350
		6127420756	VERIZON WIRELESS S	11/01/2025	156.99	156.99	25495	12/02/2025	1125	07065350
		6127420756	VERIZON WIRELESS S	11/01/2025	69.21	69.21	25495	12/02/2025	1125	07075350
		6127420756	VERIZON WIRELESS S	11/01/2025	69.22	69.22	25495	12/02/2025	1125	07085350
	Total 1549:				1,299.19	1,299.19				
1563	VSP of Illinoi	824040285	VSP-11-2025	11/17/2025	369.37	369.37	25498	12/02/2025	1125	01015300
	Total 1563:				369.37	369.37				
1602	Will County	2025-1165 S	2025 HOLIDAY RECEP	11/21/2025	120.00	120.00	25499	12/02/2025	1125	01015343
		2025-1166 O	2025 HOLIDAY RECEP	11/21/2025	60.00	60.00	25499	12/02/2025	1125	01015343

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1602:					180.00	180.00				
1605	Will County R	40867831 Oc	MUNICIPAL LIENS/REL	11/03/2025	71.00	71.00	25500	12/02/2025	1125	01115325
Total 1605:					71.00	71.00				
1694	Nicor 13-03-7	October 2025	PW NICOR	10/31/2025	376.72	376.72	25464	12/02/2025	1125	01035351
Total 1694:					376.72	376.72				
1738	The Cop Fire	220096	VEST COVER-REAVIS	08/25/2025	275.00	275.00	25489	12/02/2025	1125	01025344
Total 1738:					275.00	275.00				
1767	BAMWX LLC	92A59100-00	WEATHER SOFTWARE	11/10/2025	2,066.00	2,066.00	25423	12/02/2025	1125	01035300
Total 1767:					2,066.00	2,066.00				
1778	Konica Minolt	9010671674	ADMIN/PD COPY MAC	11/14/2025	290.47	290.47	25453	12/02/2025	1125	01065301
Total 1778:					290.47	290.47				
1791	Conor Sween	Meal Reimbu	MEAL EXPENSE-SWEE	11/04/2025	21.86	21.86	25431	12/02/2025	1125	01025343
Total 1791:					21.86	21.86				
1795	Konica Minolt	569162498	COPIER LEASE	11/18/2025	436.00	436.00	25454	12/02/2025	1125	01065301
Total 1795:					436.00	436.00				
1839	Law Offices	113528	LEGAL SERVICES	09/10/2025	787.50	787.50	25455	12/02/2025	1125	01015300
Total 1839:					787.50	787.50				
1879	Nicor 24-47-6	October 2025	NICOR MONTHLY STAT	11/06/2025	286.77	286.77	25466	12/02/2025	1125	01105350
Total 1879:					286.77	286.77				
1880	Nicor 17-28-8	October 2025	POLICE DEPARTMENT	11/06/2025	380.57	380.57	25465	12/02/2025	1125	01105350
Total 1880:					380.57	380.57				
1914	AT&T 831-00	8362147015	INTERNET PW	11/07/2025	1,333.64	1,333.64	25422	12/02/2025	1125	01035300
Total 1914:					1,333.64	1,333.64				
1950	Pure Water P	2127040	WATER FOR ELROSE	11/14/2025	65.00	65.00	25478	12/02/2025	1125	01045401
		2127040	PAPER STATEMENT F	11/14/2025	3.00	3.00	25478	12/02/2025	1125	01035401
Total 1950:					68.00	68.00				
1953	Amazon Capi	11G3-WR3L-	FLEET- SALT CALIBRA	11/15/2025	82.44	82.44	25416	12/02/2025	1125	01075400
		11VH-F3VF-	GRINCH COSTUME	11/19/2025	31.99	31.99	25416	12/02/2025	1125	01108001
		16MQ-XDPD	DESK CALENDAR	11/24/2025	18.10	18.10	25416	12/02/2025	1125	01105401
		171X-R3RF-	BATTERIES	11/18/2025	34.95	34.95	25416	12/02/2025	1125	01025400
		1D6L-Y3QH-	POST-IT	11/10/2025	64.33	64.33	25416	12/02/2025	1125	01125401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1G36-FG1V-	HOT CHOCOLATE	11/09/2025	40.82	40.82	25416	12/02/2025	1125	01108001
		1G6D-6PVG-	COPY PAPER	11/17/2025	469.90	469.90	25416	12/02/2025	1125	01025401
		1GLW-HF4J-	FLEET- TAILGATE VAL	11/18/2025	53.99	53.99	25416	12/02/2025	1125	01075400
		1GNX-GDQN	WINTERFEST STAMPS	11/18/2025	27.98	27.98	25416	12/02/2025	1125	01108001
		1GNX-GDQN	WINTERFEST CRAYON	11/18/2025	26.99	26.99	25416	12/02/2025	1125	01108001
		1GNX-GDQN	WINTERFEST TICKETS	11/18/2025	17.08	17.08	25416	12/02/2025	1125	01108001
		1HDX-Y1KJ-	COPY PAPER	11/12/2025	46.99	46.99	25416	12/02/2025	1125	01025401
		1JWY-4L93-6	126GB FLASH DRIVE	11/13/2025	59.98	59.98	25416	12/02/2025	1125	01025400
		1K7M-H9VG-	CANDY CANES FOR W	11/13/2025	108.96	108.96	25416	12/02/2025	1125	01108001
		1K7M-H9VG-	CANDY FOR WINTERF	11/13/2025	131.98	131.98	25416	12/02/2025	1125	01108001
		1KRK-FLG4-	HOT CHOCOLATE	11/10/2025	13.56	13.56	25416	12/02/2025	1125	01108001
		1LCT-K9NG-	FLEET- POLICE VEHIC	11/13/2025	99.98	99.98	25416	12/02/2025	1125	01075400
		1P1X-VMWQ	WINTERFEST SMORE	11/18/2025	86.90	86.90	25416	12/02/2025	1125	01108001
		1R9F-6VTR-	HERSHEY'S CHOCOLA	11/11/2025	139.96	139.96	25416	12/02/2025	1125	01108001
		1VNJ-C79F-	WINTERFEST SUPPLIE	11/21/2025	47.09	47.09	25416	12/02/2025	1125	01108001
		1W1G-9W73	WINTERFEST CANDY	11/18/2025	33.99	33.99	25416	12/02/2025	1125	01108001
		1WFC-3WN6	TIMECLOCK RIBBON	11/07/2025	37.08	37.08	25416	12/02/2025	1125	01035401
		1WFC-3WN6	SYRINGES	11/07/2025	89.94	89.94	25416	12/02/2025	1125	07085420
		1X3C-4LKY-7	OLAF COSTUME	11/20/2025	63.16	63.16	25416	12/02/2025	1125	01108001
		1XCL-6QHP-	MAGNIFYING GLASSE	11/19/2025	46.98	46.98	25416	12/02/2025	1125	01025400
		1XHD-D36G-	FLEET- UNIT KEY ORG	11/10/2025	283.22	283.22	25416	12/02/2025	1125	01075400
		1XYT-MGFM	GRINCH COSTUME	11/19/2025	44.09	44.09	25416	12/02/2025	1125	01108001
		1YXP-DLQT-	BROTHER REPLACEM	11/03/2025	15.82	15.82	25416	12/02/2025	1125	01115401
		1YXP-DLQT-	SD CARD FOR HANDH	11/03/2025	7.59	7.59	25416	12/02/2025	1125	01115401
		1YXP-DLQT-	MOUSE FOR COMPUT	11/03/2025	14.99	14.99	25416	12/02/2025	1125	01115401
		1YXP-DLQT-	ADDRESS LABELS BR	11/03/2025	27.98	27.98	25416	12/02/2025	1125	01115401
		CM#1HJD-L1	POST-IT	11/18/2025	16.49-	16.49-	25416	12/02/2025	1125	01125401
Total 1953:					2,252.32	2,252.32				
1954	Charles J De	124	ADMINISTRATIVE HEA	11/19/2025	300.00	300.00	25428	12/02/2025	1125	01015300
Total 1954:					300.00	300.00				
1977	AIS Inc	95709	KNOWBE4 COMPLIAN	11/18/2025	3,033.45	3,033.45	25415	12/02/2025	1125	01065301
Total 1977:					3,033.45	3,033.45				
1985	SpectrumVol	721949	SPECTRUM MONTHLY	12/01/2025	.35	.35	25484	12/02/2025	1125	01105350
Total 1985:					.35	.35				
1992	Vissering Co	WSTP Pay A	WSTP PAY APP 34	11/10/2025	771,414.25	771,414.25	25497	12/02/2025	1125	35007512
Total 1992:					771,414.25	771,414.25				
1999	Operating En	L150.164	CDL TRAINING - ALEK	11/21/2025	5,824.00	5,824.00	25474	12/02/2025	1125	01035341
		L150.164	CDL TRAINING - ALEK	11/21/2025	208.00	208.00	25474	12/02/2025	1125	01035341
Total 1999:					6,032.00	6,032.00				
2006	Zorn Compre	AR016245	WELL COMPRESSOR	11/13/2025	579.00	579.00	25502	12/02/2025	1125	07065361
Total 2006:					579.00	579.00				
2033	Carefree	440946	WINTERIZATION OF S	11/06/2025	460.00	460.00	25426	12/02/2025	1125	01045300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2033:					460.00	460.00				
2073	David Strahl	82	HOURS FOR DAVID ST	11/10/2025	3,810.49	3,810.49	25435	12/02/2025	1125	01105300
		83	HOURS FOR DAVID ST	11/21/2025	1,892.63	1,892.63	25435	12/02/2025	1125	01105300
		84	HOURS FOR DAVID ST	11/24/2025	1,791.69	1,791.69	25435	12/02/2025	1125	01105300
Total 2073:					7,494.81	7,494.81				
2074	MGT Impact	MGT37459	HOURS FOR JULIUS H	11/07/2025	10,440.00	10,440.00	25459	12/02/2025	1125	01105300
		MGT37491	HOURS FOR BRIAN B	11/07/2025	4,770.51	4,770.51	25459	12/02/2025	1125	01105300
Total 2074:					15,210.51	15,210.51				
2091	Lenny's Gas	5762	FLEET- OCTOBER 202	11/10/2025	144.00	144.00	25442	12/02/2025	1125	01075400
Total 2091:					144.00	144.00				
2094	William McCl	19	CITY COUNCIL MEETI	11/10/2025	150.00	150.00	25501	12/02/2025	1125	01105300
		19	CITY COUNCIL MEETI	11/10/2025	150.00	150.00	25501	12/02/2025	1125	01105300
Total 2094:					300.00	300.00				
2123	Erik Bulger	Clothing Allo	FY 26 CLOTHING REIM	11/18/2025	114.45	114.45	25438	12/02/2025	1125	01044107
Total 2123:					114.45	114.45				
2134	Joey's Red H	Winterfest 20	FOOD TRUCK WINTER	11/18/2025	1,000.00	1,000.00	25450	12/02/2025	1125	01108001
Total 2134:					1,000.00	1,000.00				
2140	Nicholas Cal	Travel Reimb	REIMBURSEMENT-CA	09/23/2025	243.66	243.66	25461	12/02/2025	1125	01025342
Total 2140:					243.66	243.66				
2165	TEST Inc and	11125200	OPERATOR SERVICES	11/05/2025	6,500.00	6,500.00	25488	12/02/2025	1125	07085300
Total 2165:					6,500.00	6,500.00				
2174	Sustainable	111025	MENTZER SERVICES 1	11/10/2025	4,973.75	4,973.75	25487	12/02/2025	1125	01165300
Total 2174:					4,973.75	4,973.75				
2180	Ferguson Ent	0853020	WELL MAINTENANCE	11/04/2025	21.35	21.35	25441	12/02/2025	1125	07065361
Total 2180:					21.35	21.35				
2196	Dependent S	5119	MANADATED DEPEND	11/21/2025	1,225.00	1,225.00	25436	12/02/2025	1125	01105300
Total 2196:					1,225.00	1,225.00				
2207	Dahme Mech	20250571	TOSHIBA MOTOR REP	10/31/2025	3,388.00	3,388.00	25434	12/02/2025	1125	07085366
Total 2207:					3,388.00	3,388.00				
2232	Crafty Rosy	Winterfest 20	COOKIES FOR KIDS C	11/07/2025	260.00	260.00	25433	12/02/2025	1125	01108001

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2232:					260.00	260.00				
2233	Nicor 06-00-8	October 2025	1610 PLAINFIELD RD.	11/04/2025	150.40	150.40	25462	12/02/2025	1125	01045300
Total 2233:					150.40	150.40				
2237	Jessica Lach	0075 Winterf	WINTERFEST SHIRTS	11/20/2025	480.00	480.00	25448	12/02/2025	1125	01108001
Total 2237:					480.00	480.00				
2238		1	FUNDS RETURNED	11/21/2025	80,209.00	80,209.00	25447	12/02/2025	1125	99005401
		1	FUNDS RETURNED	11/21/2025	42,850.03	42,850.03	25447	12/02/2025	1125	99005401
Total 2238:					123,059.03	123,059.03				
Grand Totals:					1,865,059.85	1,865,059.85				

## Report Criteria:

Detail report type printed

[Report].Check Issue Date = 11/25/2025,12/02/2025

# SPESIA & TAYLOR

## MEMO

To: Crest Hill City Council  
From: Spesia & Taylor  
Date: November 13, 2025  
Re: Repeal of Ordinance 427 and Section 2.92.010 City to Pay Expenses

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Attached to this memorandum is an Ordinance repealing City Ordinance 427, passed in 1977 and which approved Chapter 2.92 (Actions Against The City), Section 2.92.010 (City to pay expenses).

This Ordinance has been in the Crest Hill Code for nearly 50 years. It is unclear as to how many times during that nearly half century. More importantly, it is unclear as to exactly what situations the Corporate Authorities in 1977 intended this section to address. The drafting is, in our opinion vague and not entirely clear.

I have not been able to determine with certainty when the City started to participate in any risk management associations such SWARM, the current risk pool, but the City does currently maintain a comprehensive insurance and risk management program which provides City Employees and elected officials with insurance coverage for covered acts in the course of their employment or service to the City. Based on the foregoing, Section 2.92.010 appears to be outdated and perhaps unnecessary.

Because of the vagueness of the language of Section 2.92.010, we are recommending that it be repealed, including the repeal of the original enacting ordinance (#427) at this time with the understanding that if it is later determined that the Chapter and Section are necessary for a specific purpose, the City Council can bring it back but in a much clearer and precise form which will address any identified need.

**ORDINANCE NO. \_\_\_\_\_****AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL),  
CHAPTER 2.92 (ACTIONS AGAINST THE CITY) OF THE CREST HILL CITY CODE  
OF ORDINANCES**

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**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 Mayor and City Council previously exercised this grant of authority by passing Ordinance 427 in 1977, which created Chapter 2.92 (Actions Against The City), Section 2.92.010 (City to Pay Expenses) within Title 2 (Administration and Personnel); and

**WHEREAS**, the Corporate Authorities of the City are empowered to amend its Code of Ordinances from time to time, as necessary to further the best interests of the City of Crest Hill and its residents; and

**WHEREAS**, the Corporate Authorities have determined that Section 2.92.010 is vague and unclear as to what specific situations the 1977 Corporate Authorities intended to address by Ordinance 427 and Section 2.92.010, and has been unable to determine on how many occasions since 1977 the section has been used; and

**WHEREAS**, since the City of Crest Hill is a member of the Southwest Area Risk Management Pool ("SWARM"), and maintains a comprehensive insurance program which provides coverage to employees and elected officials, Section 2.92.010 appears to be outdated and unnecessary; and

**WHEREAS**, the Corporate Authorities of the City have determined that it is in the best interests of the City and its citizens to repeal Ordinance #1918 and to amend the Ordinance relating to the position of City Finance Director in Title 2, Chapter 26 of the City Code as set forth herein.

**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:** Ordinance #427, which amended Title 2 (Administration and Personnel), to add Section 2.92.010 (City to Pay Expenses) is hereby repealed in its entirety, including Section 2.92.010. Chapter 2.92 (Actions Against The City) shall remain with all subsections reserved.

**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.

*Intentionally Blank*

PASSED THIS 17<sup>TH</sup> DAY OF NOVEMBER, 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	_____	_____	_____	_____

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk

APPROVED THIS 17<sup>TH</sup> DAY OF NOVEMBER, 2025.

\_\_\_\_\_  
Raymond R. Soliman, Mayor

ATTEST:

\_\_\_\_\_  
Christine Vershay-Hall, City Clerk