

City Council Work Session Crest Hill, IL May 12, 2025 7:00 PM

Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- 1. Plan Commission Recommendation-Gordon Butler
- 2. Discussion of Master Power Supply Agreement between the City of Crest Hill and MC Squared Energy Services, LLC
- 3. Present the Well 10 Emergency Repair Change Order
- 4. Pay Request #28 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$571,023.23
- 5. Request to Approve a Resolution for an Agreement for 2025 Sidewalk Cutting Program-Construction by and between the City of Crest Hill, Will County, Illinois and Safe Step, LLC. for a cost of \$65,975.74
- 6. Present the contract from Scanlon Excavating, Inc. in the amount of \$2,449,836.10 for the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement
- 7. Discussion to Approve A resolution and Agreement for Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies of Illinois, Ltd. for an Amount of \$193,319.00.
- 8. Ordinance Amending Section 10-01-10-501-Size Restrictions Eastbound McGilvray Drive
- 9. Present for Approval and Authorization of the Replacement for the Completion Bond 30168303 Issued by Western Surety Company to the City of Crest Hill on behalf of Executive Construction for the Gas n Wash Major PUD Project with Site Improvement Bond 7471749 Issued by Old Republic Surety Company to the City of Crest Hill on

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.

- behalf of Austin Tyler Construction, Inc. for the Remaining Site Improvements Contained in the 2/10/25 Engineer's Opinion of Probable Cost
- 10. Discussion and Consideration of a Special Use and Variation Application for 501 Caton Farm Road
- 11. Amendment to Administrative Citations Ordinance (Chapter 1.20)
- 12. Discussion Regarding the Motorola Quote for Patrol Vehicles In Car Cameras
- 13. Ordinance Amending Section 5.68.110 regarding Towing Company Fee Schedule
- 14. Public Comments
- 15. Mayor's Updates
- 16. Committee/Liaison Updates
- 17. City Administrator Updates



Agenda Memo

Crest Hill, IL

Meeting Date: May 12, 2025

Submitter: Raymond R. Soliman, Mayor RS

Department: Mayor's Office

Agenda Item: | Plan Commission Recommendation-Gordon Butler

Summary I am recommending Mr. Gordon Butler to be appointed to the Crest Hill Plan Commission. Gordon has 10 years of past experience on the Plan Commission and six years on the Library Board and would be an asset to this board.

Recommended Council Action: Approval.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: May 12, 2025

Submitter: Mayor Raymond R. Soliman

Department: Mayor's Office

Agenda Item: | Electric Aggregation Renewal

Summary: Adam Hoover will be present at the May 12, 2025 work session to discuss electric aggregation renewal. Adam will be recommending renewal of the price match program with MC Squared Energy Services, LLC. Please see attached information from MC Squared Energy Services, LLC.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

MASTER POWER SUPPLY AGREEMENT

AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND MC SQUARED ENERGY SERVICES, LLC

TO PROVIDE FULL-REQUIREMENTS ELECTRICITY SUPPLY AND RELATED SERVICES FOR THE CITY'S ELECTRIC AGGREGATION PROGRAM

This Agreement ("Agreement"), is entered into as of this 29th day of April 2025 ("Effective Date") between the City of Crest Hill, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) (Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

- A. The Municipality has established an Electricity Aggregation Program ("Program") pursuant to the Aggregation Ordinance and the Aggregation Statute, and will conduct the Program as an opt-out program pursuant to the Aggregation Ordinance and the Aggregation Statute.
- B. The purpose of this Agreement is for the Supplier to provide the Full-Requirements Electricity Supply Services and the Program Implementation Services as defined herein (collectively, the "Services") to all Eligible Customers who choose not to opt out of or choose to opt in to the Program, as the case may be, throughout the Term of this Agreement at the Price established in this Agreement.
- C. The Supplier acknowledges and agrees that it has all certifications, authorizations, qualifications, and approvals necessary pursuant to the Requirements of Law to sell Full-Requirements Electricity Supply to Eligible Customers pursuant to this Agreement, including without limitation that:
 - a. Supplier is certified by the Illinois Commerce Commission as a Retail Electric Supplier and is authorized to sell Full-Requirements Electricity Supply to customers in the State of Illinois utilizing the existing transmission and distribution systems of ComEd within the service areas of ComEd;
 - b. Supplier is currently registered with ComEd to serve residential and small commercial customers under Rate RESS Retail Electric Supplier Service with Rider PORCB Purchase of Receivables and Consolidated Billing; and
 - c. Supplier has at least three years continuous experience as a Retail Electric Supplier and has provided Full-Requirements Electricity Supply to at least 25,000 residential or commercial customers.
 - d. Supplier acknowledges and agrees that it will provide the Services, including without limitation Full-Requirements Electricity Supply to all Participating Customers, pursuant to the Bid Package, the Bid Response, this Agreement, and the Requirements of Law.

e. The Municipality desires to enter into this Agreement with Supplier for the provision by the Supplier of Full-Requirements Electricity Supply to all Eligible Customers pursuant to the Program.

AGREEMENT

In consideration of the mutual covenants and agreements contained herein, the Municipality and the Supplier agree as follows:

ARTICLE 1 RECITALS

1.1 The foregoing recitals are, by this reference, fully incorporated into and made part of this Agreement.

ARTICLE 2 DEFINITIONS

The following terms shall have the meanings ascribed to them in this section:

- 2.1. "Aggregate" means the total number of Eligible Customers that are within the jurisdictional boundaries of the Municipality.
- 2.2. "Aggregation Ordinance" means that certain ordinance adopted by the Municipality authorizing the Program.
- 2.3. "Aggregation Statute" means Section 1-92 of the Illinois Power Agency Act, 20 ILCS 3855/1-92 and applicable rules and regulations of the Illinois Commerce Commission.
- 2.4. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.5. "ComEd" means Commonwealth Edison.
- 2.6. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.
- 2.7. "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.8. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide by statue (including the Aggregation Statue), regulation, tariff, or contract to the corporate authorities of the Municipality pursuant to the Aggregation Statute, including without limitation those names and addresses and Electric Utility account numbers of residential and small commercial retail customers in the Aggregate area that are reflected in the Electric Utility or Former Aggregation Supplier's records at the time of the request.

- 2.9. "Data" means the data defined in Section 9 of this Agreement.
- 2.10. "Electric Utility" means ComEd.
- 2.11. "Eligible Customers" means residential and small commercial electricity customers receiving Full-Requirements Electricity Supply within the Municipality who are eligible to participate in the Program pursuant to the Aggregation Statute and the Requirements of Law. Eligible Customers may be further classified as recipients of Full-Requirements Electricity Supply from Supplier or Tariff Service, based on the parameters defined in Exhibit A of this Agreement by the Supplier and by such standards as mutually agreed to by the Supplier and Municipality and as carried out by the Supplier.
- 2.12. "Energy" means generated electricity.
- 2.13. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.14. Former Aggregation Supplier" means the RES that supplied the Program of the Municipality immediately prior to Supplier under this Agreement. If Former Aggregation Supplier as defined would be Supplier or ComEd, then no Former Aggregation Supplier is considered to exist.
- 2.15. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.16. "Full-Requirements Electricity Supply" means all services or charges necessary to provide the continuous supply of electricity to all Participating Customers, including, without limitation, Energy, capacity, losses, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, Purchase of Receivables and Consolidated Billing (PORCB), taxes applicable only to the Supplier, and any additional necessary services or charges required under Requirements of Law.
- 2.17. "Full-Requirements Electricity Supply Services" means those portions of the Services described in Section 4.1 of this Agreement, including all subsections of Section 4.1.
- 2.18. "ICC" means the Illinois Commerce Commission.
- 2.19. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to the Public Utilities Act, 220 ILCS 5/16-626.
- 2.20. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.
- 2.21. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.22. "Opt-Out Notice" means the notices described in Section 4.2.1.1 of this Agreement and provided to Eligible Customers informing them of their ability to opt-out of the Program pursuant to the Requirements of Law.

- 2.23. "Opt-Out Period" means the time prior to the implementation of the Program during which Eligible Customers may choose not to participate in the Program pursuant to the Requirements of Law.
- 2.24. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.25. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.26. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by the Municipality pursuant to the Aggregation Statute.
- 2.27. "Point of Delivery" means the point specified by the Electric Utility at which the Supplier must deliver the Full-Requirements Electricity Supply to the Electric Utility for distribution to Participating Customers.
- 2.28. "Price" means the price at which the Supplier will provide the Services as set forth in Exhibit A to this Agreement.
- 2.29. "Program" means the electricity aggregation program operated by the Municipality in accordance with the Aggregation Statute and authorized by the Aggregation Ordinance, to aggregate residential and small commercial retail electrical loads located within the corporate limits of the Municipality for the purpose of soliciting and entering into service agreements to facilitate for those loads the sale and purchase of Full-Requirements Electricity Supply and related Services.
- 2.30. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.31 "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Illinois Public Utilities Act, the Illinois Consumer Fraud Act, the Plan of Governance, the rules, and regulations and final decisions of the ICC and Illinois Power Agency (including the ICC Final Order in Docket No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator or Regional Transmission Organization, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.32. "Retail Electric Supplier" or "RES" means an "alternative retail electric supplier" as that term is defined in Section 16-102 of the Public Utilities Act, 220 ILCS 5/16-102.
- 2.33. "RTO: means Regional Transmission Organization.
- 2.34. "Services" means the Full-Requirements Electricity Supply Services, Program Implementation Services, Enrollment Services, Billing Services, and Compliance Services provided in Article 4 of this Agreement.

- 2.35. "Special Billing Customers" means the customers defined in Section 4.3.7 of this Agreement.
- 2.36. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.
- 2.37. "Tariffed Service" means the applicable tariffed services provided by the Electric Utility as required by 220 ILCS 5/16-103, which includes ComEd's electricity supply charge plus ComEd's transmission services charge, plus ComEd's purchased electricity adjustment.
- 2.38. "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.39. "Municipality" means the City of Crest Hill.
- 2.40. "Withdrawing Customer" means a customer defined in Section 4.3.5 of this Agreement.

ARTICLE 3 PROGRAM RESPONSIBILITIES

- 3.1 Municipality Responsibilities.
 - 3.1.1 Customer Information. The Municipality shall, with the assistance of the Supplier, pursuant to the Requirements of Law, obtain the Customer Information from ComEd and/or the previous supplier.
 - 3.1.2 Notices and Customer Information from ComEd and/or the previous supplier. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and/or the previous supplier and each Party will promptly provide to the other Party any notices received by that Party from ComEd and/or the previous supplier concerning the accounts of Eligible or Participating Customers relevant to the Program and/or the Services provided pursuant to this Agreement.
 - 3.1.3 Submittals to ComEd. The Municipality shall, with the assistance of Supplier, submit to ComEd (a) the "Government Authority Aggregation Form", (b) a list of Eligible Customers who are not Participating Customers because they have elected to opt out of the Program, and (c) a list of all Participating Customers, and (d) such other forms as are or may become necessary to access interval data for billing or non-billing purposes to the extent that Supplier is authorized to access such data.
 - 3.1.4 No Municipality Obligations to Provide Services. The Parties acknowledge and agree that the Municipality is not responsible to provide, and this Agreement shall not be construed to create any responsibility for the Municipality to provide, the Services to any person or entity, including without limitation the Supplier, the Electric Utility, the ISO/RTO, Eligible Customers, Special Billing Customers, New Customers or Participating Customers.

- 3.1.5 No Municipality Financial Responsibility. The Parties acknowledge and agree that this Agreement does not impose or create, and shall not be construed to create, any financial obligation of the Municipality to any other person or entity, including without limitation the Supplier, the Electric Utility, the ISO, Eligible Customers, Special Billing Customers, or Participating Customers.
- 3.2 Supplier Obligations.
 - 3.2.1 Provision of Services. The Supplier will provide all of the Services described in Article 4 of this Agreement throughout the Term, including but not limited to the provision of sufficient Full-Requirements Electricity Supply to allow the Electric Utility to deliver and distribute uninterrupted electric service to all Participating Customers. The Supplier acknowledges and agrees that the Municipality is not responsible to provide, and shall not be liable to the Supplier or any Eligible Customer for any failure to provide, any Services pursuant to this Agreement.
 - 3.2.2 Compliance with the Requirements of Law. Supplier shall comply with all Requirements of Law.
 - 3.2.3 Supplier Press Releases. The Supplier may issue press releases concerning the Program that are approved in advance by the Municipality prior to issuance.
 - 3.2.4 That all information provided by the Supplier to Municipality or any of its agents relating to this Agreement in any way shall be true and accurate in all respects at all times to the best of Supplier's knowledge.
 - 3.2.5 Notwithstanding any other provision of this Agreement, Supplier shall not have an obligation to provide Full-Requirements Electricity Supply or Billing Services to a Participating Customer or New Customer as selected by Supplier pursuant to Exhibit A to receive a Tariffed Services.

ARTICLE 4 SUPPLIER SERVICES

- 4.1 Full Requirements Electricity Supply: The Supplier must supply the following Full-Requirements Electricity Supply Services as provided in this Section 4.1 to Participating Customers classified as receiving Full-Requirements Electricity Supply.
 - 4.1.1 Scheduling, Transmission and Delivery of Full-Requirements Electricity Supply.
 - 4.1.1.1 Generally. The Supplier shall take all actions necessary to arrange for the scheduling, transmission, and delivery of Full-Requirements Electricity Supply to the Electric Utility for distribution to all Participating Customers.
 - 4.1.1.2 Scheduling. Supplier shall schedule the Full-Requirements Electricity Supply for distribution as required by the ISO/RTO and the Electric Utility.

- 4.1.1.3 Distribution and Transmission Rights. Supplier will arrange for necessary distribution and transmission rights necessary for the delivery of the Full-Requirements Electricity Supply to the Electric Utility hereunder.
- 4.1.1.4 Transmission and Delivery to Electric Utility.
- 4.1.1.4.1 Transmission and Delivery. Supplier will cause to be transmitted and delivered to the Electric Utility at the Delivery Point sufficient Energy to provide continuous Full-Requirements Electricity Supply to all Participating Customers. The Municipality acknowledges that the Electric Utility, and not the Supplier, is responsible for the distribution of the Full-Requirements Electricity Supply to the Participating Customers after delivery by the Supplier to the Delivery Point, and that Supplier does not take responsibility for the distribution of the Full-Requirements Electricity Supply to Participating Customers after the Supplier provides Full-Requirements Electricity Supply to the Point of Delivery.
- 4.1.1.4.2 Failure of Delivery. Supplier acknowledges and agrees that if the Supplier fails to comply with any requirement related to the Full-Requirements Electricity Supply to the Participating Customers pursuant to this Agreement, including without limitation if Supplier fails to schedule all or part of the Full-Requirements Electricity Supply for any Participating Customer, Supplier shall be solely responsible for any additional costs, charges, or fees incurred because of such failure, and shall not pass through any such additional costs, charges, or fees to Participating Customers.
- 4.1.2 Pricing. The Supplier shall receive the Price in full payment for all Services, and shall not be entitled to any additional costs, adjustments, charges, fees, or any other payments or compensation, except that the Supplier may not impose an early termination fee on Withdrawing Customers. The Municipality acknowledges that the Price does not include sales or other consumer-based taxes applicable to Participating Customers or other taxes that are not applicable to the Supplier.
- 4.2 Program Implementation Services. The Supplier must supply the following Program Implementation Services as provided in this Section 4.2:
 - 4.2.1 Opt-Out Process. Supplier, at its sole cost and expense, shall, with the assistance of the Municipality, administer the process by which Eligible Customers are provided with the opportunity to opt-out of the Program prior to its implementation (the "Opt-Out Process"), including, but not limited to, the following:
 - 4.2.1.1 Opt-Out Notices. Supplier, at its own expense, shall be fully responsible to prepare and mail form Opt-Out Notices to all Eligible Customers as required pursuant to the Requirements of Law. Opt-Out Notices must include all information required pursuant to the Requirements of Law, including without limitation including the terms and conditions of participation in the Program, the cost to the Customer of Full-Requirements Electricity Supply under the Program,

the methods by which Customers may opt out of the Program, and the length of the Opt-Out Period. The Opt-Out Notices must prominently include the toll-free telephone number and email address to receive Opt Outs. The form and content of the Opt-Out Notices must be approved by the Municipality prior to mailing by the Supplier. In addition to the Opt-Out Notices, the Supplier will provide Participating Customers with terms and conditions for the provision of Full Requirements Electric Supply to those Participating Customers, which terms and conditions shall comply with and accurately reflect all of the requirements of this Agreement and the Requirements of Law.

- 4.2.1.2 Notices to Special Billing Customers. The Municipality acknowledges that the Supplier may provide notices to Special Billing Customers concerning the Program, the Price, the rates charged to Special Billing Customers under their existing service, and the opportunity for Special Billing Customers to opt in to the Program as provided in Section 4.3.9 of this Agreement. Without regard to whether it is required under Applicable Law, Municipality agrees to send pursuant to Section 4.2.1.1 notices to customers currently on Tariffed Service who will remain on Tariffed Services while participating in the program. This notice shall inform the customer of the existence of the Program and inform the customer that the customer will stay on Tariffed Services as participants.
- 4.2.1.3 Toll Free Number and Email Address. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain an email address for the use of Eligible Customers to opt out of the Program. The email address must be operational during normal business hours and the secure website must be operational 24 hours a day, seven days a week during the Opt-Out Period. The Opt-Out Notices must prominently include both the toll-free number and the email. In addition, Supplier will use reasonable commercial efforts to work with the Municipality to develop website content and FAQ's appropriate for posting on the Municipality's website. Supplier will be required to support Spanish speaking residents and customers with disabilities.
- 4.2.1.4 Reporting. During the Opt-Out Period, Supplier is responsible for receipt of all Opt-Out Notices. Supplier must assemble, track, and report to the Municipality concerning the delivery and receipt of all Opt-Out Notices to and from Eligible Customers, including without limitation providing the Municipality with complete information concerning all Eligible Customers who choose to opt-out of the Program whether by mail, telephone, or email.
- 4.2.2 Required Disclosures. Supplier shall provide Eligible Customers with all information required to be disclosed to Eligible Customers concerning Full-Requirements Electricity Supply and the Program pursuant to the Requirements of Law, including without limitation all information required to be included in the Opt-Out Notices.
- 4.2.3 Disclosure to Commission. The Municipality agrees to provide such assistance as is necessary for Supplier to provide to the ICC pursuant to 83 Ill. Admin. Code §

- 470.200(a) required information within three business days of the signing of this Agreement.
- 4.3 Enrollment Services. The Supplier must supply the following Enrollment Services as provided in this Section 4.3:
 - 4.3.1 Record of Participating Customers. Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers and those Eligible Customers who have opted out of the Program, and shall ensure that no Eligible Customers who have opted out are enrolled in the Program.
 - 4.3.2 Enrollment. Upon completion of the Opt-Out Process and the identification of all Eligible Customers who have opted out of the Program, the Supplier shall, at its sole cost and expense, take all actions necessary to enroll Participating Customers in the Program pursuant to the Requirements of Law.
 - 4.3.3 Term of Enrollment. Participating Customers who do not opt out of the Program shall be enrolled in the Program by the Supplier, and shall remain enrolled in the Program until the end of the Term, unless the Agreement is terminated pursuant to its terms or the Participating Customer withdraws from the Program pursuant to Section 4.3.5 of this Agreement
 - 4.3.4 Direct Access Service Request. The Supplier shall submit a direct access service request to ComEd for each Participating Customer or New Customer classified as receiving Full-Requirements Electricity Services from Supplier in compliance with the "standard switching" subsection of Rate RDS Retail Delivery Service, in order to allow Full-Requirements Electricity Supply to commence.
 - 4.3.5 Withdrawal by a Participating Customer. For Participating Customers who notify the Supplier after the completion of the Opt-Out Period that the Participating Customer desires to withdraw from the Program ("Withdrawing Customer"), the Supplier must, to the extent Withdrawing Customer was taking Full-Requirements Electricity Supply from Supplier, request that the Electric Utility drop the Withdrawing Customer from the Supplier's Full-Requirements Electricity Supply according to Requirements of the Law, which will result in restoring such Withdrawing Customer to Tariffed Service. The Supplier will not assess an early termination fee, but the Withdrawing Customer will be responsible to pay for charges incurred for service prior to the termination.
 - 4.3.6 Customer Service Inquiries. After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and an email address for the purpose of receiving questions and comments from Participating Customers concerning the Full-Requirements Electricity Supply. The Supplier may inform Participating Customers that questions about the delivery and billing of the Full-Requirements Electricity Supply should be directed to ComEd. Supplier must promptly and courteously address customer service inquiries in a manner that meets or exceeds the ICC requirements for the operation of call centers.

- 4.3.7 Special Billing Customers. Subject to the Requirements of Law and due to the minimal and/or fixed nature of their existing billing rates, the following Eligible Customers shall not be automatically enrolled in the Program, but some may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:
 - 4.3.7.1. Any Eligible Customer in the residential customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
 - Rate BESH Basic Electric Service Hourly Pricing
 - Rate RTOUPP Residential Time Of Use Pricing Pilot
 - Rate RDS Retail Delivery Service
 - Rider POGNM Parallel Operation of Retail Customer Generating Facilities with Net Metering; and
 - Rate BES Customers with a Utility indicator intended to identify customers currently receiving PIPP or currently or in last 12 months receiving LIHEAP (Low Income Home Energy Assistance Program), the "16-115E Flag" per 220 ILCS 5/16-115E
 - 4.3.7.2. Any Eligible Customer in the commercial customer class, as described in Section 4.4.2 of this Agreement, that is taking service under the following ComEd rates:
 - Rate BESH Basic Electric Service Hourly Pricing
 - Rate RDS Retail Delivery Service; and
 - Rider POGNM Parallel Operation of Retail Customer Generating Facilities with Net Metering

(Collectively, the "Special Billing Customers").

- 4.3.8 New Customers. After the commencement of the Program and the enrollment of Participating Customers, the Supplier shall, at the request of a New Customer, as defined in this Section 4.3.8, immediately enroll the following customers in the Program as Participating Customers and provide Full-Requirements Electricity Supply at the Price to extent such customers are classified by Supplier as eligible for Full-Requirements Electricity Supply from Supplier:
 - 4.3.8.1. Any Eligible Customer within the Municipality that moves to a new location within the Municipality;
 - 4.3.8.2. Any Eligible Customer that moves into an existing location within the Municipality; and
 - 4.3.8.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period
 - 4.3.8.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program; and

4.3.8.5. Any Eligible Customer with the "16-115E Flag," per 220 ILCS 5/16-115E

(Collectively, the "New Customers").

- 4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4 for all Participating Customers currently receiving Full-Requirements Electricity Supply service from Supplier pursuant to the Agreement:
 - 4.4.1 Billing Generally. Supplier shall confirm that billing to Eligible Customers will be provided by ComEd under a consolidated billing format pursuant to "Rider PORCB Purchase of Receivables and Consolidated Billing," and pursuant to the Requirements of Law. The Municipality acknowledges and agrees that ComEd will bill Participating Customers for the Price of the Full-Requirements Electricity Supply as part of its billing for the distribution of such supply, and that the Supplier shall not be responsible for billing Participating Customers
 - 4.4.2 Customer Classes. Eligible Customers shall be categorized within either the residential or commercial customer classes according to the applicable rates under which they received electricity supply from ComEd prior to participating in the Program.
 - 4.4.2.1 Residential Customer Class. The residential customer class shall include Participating Customers taking service from ComEd under the following rates:
 - Residential Single Family Without Electric Space Heat Delivery Class
 - Residential Single Family With Electric Space Heat Delivery Class
 - Residential Multi Family Without Electric Space Heat Delivery Class
 - Residential Multi Family With Electric Space Heat Delivery Class
 - 4.4.2.1 Commercial Customer Class. The commercial customer class shall include those Participating Customers taking service from ComEd under the following rates:
 - 15,000 (annual) kWhs or less small commercial customers as defined under the Requirements of Law including the ComEd Rate GAP Tariff
 - Notwithstanding the preceding, any customer defined as "Rate Code B93" indicating a special rate with ComEd will be excluded from Participating Customers
- 4.5 Compliance Services. The Supplier shall assist the Municipality in complying with any current or future Requirements of Law concerning the operation of the Program, including without limitation the provision of reports or other information as the Municipality may reasonably request from time to time.
- 4.6 Following the completion of the Opt-Out Period, the Supplier shall be responsible to compile a complete list of all Participating Customers in the Program. Supplier will update this list as new customers are added and deleted. Supplier will make this list available to the

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Municipality at any time the Municipality requests the list. Additionally, within 150 days of the end of this agreement, Supplier will make the Program's load data by rate class available to the Municipality. Load data shall include:

- Historical Usage Data
- Capacity Peak Load Contribution (PLC) values and effective start and end dates
- Network Service Peak Load Contribution (PLC) values and effective start and end dates
- Meter Bill Group Number
- Rate Code
- 4.7 Upon request of the Municipality, Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of a 24-month term agreement, and also a third mailing at 24 months, if a 36-month term is selected. Each of these mailings will be at the option of the Municipality. Following the initial opt-out process conducted by the Supplier, each supplemental opt out mailing shall be conducted in the same manner as the initial opt out mailing; provided, however, that no supplemental Opt-Out Notices shall be sent to (i) Participating Customers, (ii) Eligible Customers that have previously (at such customer's same service address or account) opted out of, or rescinded under, the Program, (iii) those residents who have individually selected an electric supplier other than the Supplier, or (iv) Special Billing Customers. The Supplier shall provide Full-Requirements Electricity Supply to such applicable newly Eligible Customers at the same, then-current Price as that applicable to Participating Customers. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.
- 4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of sixty (60) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in August 2025 and expires at the end of the last day of the 60th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

- Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:
 - 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
 - 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
 - 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time

- and place of the hearing and stating the Municipality's intent to terminate this Agreement.
- 6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.
- 6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

- 6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.
- 6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

FORCE MAJEURE EVENTS AND REGULATORY EVENTS

- 7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.
- 7.2 Regulatory Event. The following shall constitute a "Regulatory Event":
 - a. <u>Illegality</u>. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
 - b. Adverse Government Action. A regulatory, legislative or judicial body
 (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
 - c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
 - d. Occurrence of Regulatory Event. Within ten (10) days of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8 INDEMNIFICATION AND INSURANCE

- 8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.
- 8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9 CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives.

Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public

Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

- 9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.
- 9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:
 - 9.3.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.
 - 9.3.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.
 - 9.3.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.
 - 9.3.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.
- 9.4 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10 MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Supplier

To Municipality
City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60403
Attention: City Manager

Charles C Sutton President MC Squared Energy Services, LLC 500 W. Madison St., Suite 1470 Chicago IL 60661 Fax: 877-281-1279

With a copy to:
City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60403
Attn: City Attorney

With a copy to:
MC Squared Energy Services, LLC
Attn: Legal Dept.
6100 Emerald Parkway
Dublin, OH 43016
legalnotices@igs.com

- 10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:
 - a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
 - b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
 - c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
 - d. It has reviewed and understands this Agreement; and
 - e. It, to the extent applicable, shall comply with all the Requirements of Law.
- 10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified,

amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

- 10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.
- 10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof 10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.
- 10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.
- 10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, Will County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.
- 10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.
- 10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.
- 10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.
- 10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf

of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

- 10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.
- 10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.
- 10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC	Municipality: City of Crest Hill
Signed:	Signed:
Printed/Typed Name: Charles C. Sutton	Printed/Typed Name:
Title: President	Title:
Date:	Date:

EXHIBIT A PRICE

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending "with RES" status; customers served under ComEd's Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier's criteria including the customer's usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd's Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

<u>Termination Fee for Withdrawing Customers</u>: \$0 (zero)

Initial Delivery Term: Twenty-four (24) Months

August 2025 - August 2027

Percent of RECs:	Zero
Civic Contribution:	\$1,500 / monthly

Supplier will provide a monthly \$1,500 civic contribution to the Municipality for the term of the agreement. The Civic Contribution will be payable to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. August 2025 payment would be paid in October 2025).

<u>Subsequent Delivery Term(s)</u> – At least ninety (90) days prior to the conclusion of a Delivery Term, Supplier shall provide Municipality with an extension or renewal offer for consideration by the Municipality. If the Municipality does not accept Supplier's extension or renewal offer, Municipality may terminate this Agreement at the conclusion of the Delivery Term as outlined within Article 5.2 of this Agreement.

Supplier: MC Squared Energy Services, LLC	Municipality: <u>City of Crest Hill</u>
Signed:	Signed:
Printed/Typed Name: Charles C. Sutton	Printed/Typed Name:
Title: President	Title:
Date:	Date:

EXHIBIT B

INSURANCE COVERAGES

- A <u>Worker's Compensation and Employer's Liability</u> with limits not less than:
 - (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. <u>Comprehensive Motor Vehicle Liability</u> with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C Comprehensive General Liability

a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000

Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000

Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.

Coverages shall include:

Broad Form Property Damage Endorsement

Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

- D. <u>Professional Liability Insurance.</u> With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E <u>Umbrella Policy.</u> The required coverages 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.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Crest Hill, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. <u>Other Parties as Additional Insureds.</u> In addition to Owner, the following parties shall be named as additional insured on the following policies:

Additional Insured Policy or Policies

Notice of Electric Aggregation Program Options, Not a Bill.

Item 2.



June 12, 2025

(Customer Mailing Information)

RE: City of Crest Hill Electric Aggregation Program ComEd Service Address: (Customer premise address)

Informational Notice Only: No Action Required

Dear Resident or Small Business Owner:

The City of Crest Hill (City) has extended its agreement with MC Squared Energy Services (mc²), a Chicago-based company, to continue managing the City's Electric Aggregation Program until August 2031.

The City's agreement with mc² allows for extensions, and there is no change in the approach to the price that you pay for electricity supply. You will continue to pay the same rate for electricity supply as the ComEd monthly published tariff rates. The extension period is effective August 2025 through the August 2031 ComEd meter read.

For details on ComEd's tariff rates, visit <u>plugin.illinois.gov</u>, the Illinois Commerce Commission's consumer information website. You also have the option to purchase electricity from other suppliers or ComEd. A complete list of suppliers is available at plugin.illinois.gov, and the Illinois Power Agency provides a free supplier list at ipa.illinois.gov.

You may cancel your participation at any time without penalties or early termination fees. For more information about the City's Electric Aggregation Program, please email <u>CrestHill@mc2energyservices.com</u> or call 1-888-232-6351 (Monday – Friday, 8 a.m. to 5 p.m.). We encourage residents to contact mc² first with any inquiries before reaching out to City. Please be aware that solicitors offering to switch your electricity provider are NOT affiliated with City, mc², or ComEd.

Sincerely,

City of Crest Hill

Notice of Electric Aggregation Program Options, Not a Bill.



June 12, 2025

Customer Mailing Information

RE: City of Crest Hill Electric Aggregation Program ComEd Service Address: Customer premise address

ELECTRIC AGGREGATION PROGRAM - OPT IN NOTICE

Dear Resident or Small Business Owner:

The City of Crest Hill (City)is pleased to offer an Electric Aggregation Program that allows eligible residents and small businesses to receive an electric supply price equal to the ComEd monthly published supply rate. Chicago-based, MC Squared Energy Services, LLC (mc²) was selected to administer the program for a 72-month term, beginning with the August 2025 ComEd meter read cycle. Additionally, this program enables the City to receive a civic contribution for community initiatives at zero added cost.

This notice is informational only. You will remain with your current electricity supplier, as your account will not be switched. Your electric utility has informed us that you are currently served or have chosen to be served by a competitive retail electric supplier or have special services with ComEd. If you want to continue to receive service from your chosen electric supplier or ComEd, you do not need to take any additional action. However, if you wish to opt-in to the City's Electric Aggregation Program through mc², you may enroll by visiting www.mc2energyservices.com/special and entering the promo code Crest Hill or by calling 1-888-232-6351, Monday through Friday, 8 a.m. to 5 p.m. There are no enrollment or early termination fees.

For details on ComEd's tariff rates, visit <u>plugin.illinois.gov</u>, the Illinois Commerce Commission's consumer information website. You also have the option to purchase electricity from other suppliers or ComEd. A complete list of suppliers is available at <u>plugin.illinois.gov</u>, and the Illinois Power Agency provides a free supplier list at <u>ipa.illinois.gov</u>.

For more information about the City's Electric Aggregation Program, please email CrestHill@mc2energyservices.com or call 1-888-232-6351 (Monday – Friday, 8 a.m. to 5 p.m.). We encourage residents to contact mc² first with any inquiries before reaching out to City. Please be aware that solicitors offering to switch your electricity provider are NOT affiliated with City mc², or ComEd.

Sincerely,

City of Crest Hill

Memo



Public Works Department

City of Crest Hill

Date: 4/3/2025

Submitter: Julius Hansen, Interim Director of Public Works

Public Works **Department:**

Well 10 Out of Service **Agenda Item:**

On March 19, 2025, a severe storm with frequent lightning took place in the city. During that storm, around 4pm, Well 10 located at 861 Canton Farm Rd took a direct hit from a lightning strike. The electrical surge from the strike overpowered all measures in place to protect the well. Collateral damage from the lightning caused the 30 hp motor and 475gpm pump to fail, taking Well 10 out of service. The motor and pump need to be pulled from the well to be evaluated.

The \$27,000 amount is for pulling the well assembly to evaluate it, but this is not the exact cost to complete the entire job. An additional cost for materials is estimated at \$21,000 currently. An additional \$27,000 will be the cost for setting the pump back in place. The total estimated cost is \$75,297.

This company installed the well assembly as new in 2020, and because this is an emergency repair they are the best choice to perform the work. With the well assembly not being old I do not anticipate any costly unknown repairs. The parts are standard and common, so I do not think we will have a long wait to obtain the required parts to make the repairs.

Recommended Council Action: To approve an amount not to exceed \$80,000 in total for Layne Christensen Company to complete the work on Well 10.

Attachments: Quote from Layne Christensen Company.

CHANGE ORDER: The invoice came in \$13, 645.90 more than the quote and \$8,951.90 more than the board approved for the emergency work. The grand Total is \$88,951.90 with \$38,951.90 being paid by insurance.



INVOICE

Item 3.

Inv No.: 2930327

Page 1 of 2

LAYNE CHRISTENSEN COMPANY

CUSTOMER PO#: 831 - LAYNE AURORA Signed Proposal Remit To:

PO BOX 743609 WO#: PH: 262-246-4646

LOS ANGELES CA 90074-3609 Email: arprocessingcenter@gcinc.com LAYNE JOB#: 1610189

Sold To: 889126

> CITY OF CREST HILL ATTN: ACCOUNTS PAYABLE 1610 PLAINFIELD ROAD CREST HILL, IL 60403-1991

amartino@cityofcresthill.com; jhansen@cityofcresthill.com

INV DATE	DUE DATE	ACCOUNT MANAGER	PROJECT MANAGER	TERMS
4/28/2025	5/28/2025	KENNY, CANYON	GRAY, JASON R.	A/R Net 30 Days
QTY / Unit	TY / Units UOM Remark		Unit	Price Total

CREST HILL 10 TROUBLESHOOT, PULL, AND SET

		FIELD LABOR		
51.00	HR	Small Rig and 2-man crew	\$496.00	\$25,296.00
58.50	HR	Serviceman with Service Truck and Trailer	\$281.00	\$16,438.50
8.00	HR	Helper	\$203.00	\$1,624.00
4.00	DY	Power tong usage	\$475.00	\$1,900.00
		Sub Total ==>		\$45,258.50
		YARD LABOR		
4.50	HR	Serviceman and Helper - loading/unloading	\$385.00	\$1,732.50
12.00	HR	Serviceman with Hand Tools	\$195.00	\$2,340.00
28.00	HR	Machinist and Equipment	\$214.00	\$5,992.00
.50	HR	Helper	\$190.00	\$95.00
16.50	HR	Threading Machine and Operator	\$240.00	\$3,960.00
6.50	HR	Sandblast Equipment and 2-man crew	\$435.00	\$2,827.50
		Sub Total ==>		\$16,947.00
		MATERIALS		
1.00	EA	Franklin 475SR30-3 Pump End	\$6,980.00	\$6,980.00
1.00	EA	Franklin 6" 30HP 230V Motor	\$4,792.00	\$4,792.00
1.00	LS	#4-3 Power cable w/ ground - 275 feet	\$2,375.00	\$2,375.00
1.00	EA	6" SS Positive Check Valve	\$4,908.00	\$4,908.00
5.00	EA	6" SS Coupling	\$763.00	\$3,815.00
1.00	EA	6" x 36" SS PUP off bowl	\$1,200.00	\$1,200.00
1.00	EA	6" x 34" SS PUP TOE off discharge head	\$1,200.00	\$1,200.00
1.00	LS	Misc materials - airline, chlorine, tape, splice, fittings, and banding	\$800.00	\$800.00
1.00	LS	Next day air Freight - check valve and couplings	\$676.40	\$676.40



INVOICE

Item 3.

Inv No.: 2930327

Page 2 of 2

LAYNE CHRISTENSEN COMPANY

 QTY / Units
 Unit Price
 Total

 Sub Total ==>
 \$26,746.40

Total Taxable Amount Total Tax Amount Total Retainage Amount - 0% Total Invoice Amount \$88,951.90

\$0.00 \$88,951.90

Layne Christensen Company will institute a late payment charge at a rate of 18% per annum (unless a lower rate is required under applicable law, in which case the lower rate will apply) for all payments not made on or before the due date. It is the policy of Layne Christensen to preserve all lien and payment bond rights where available. All notifications are sent strictly for this purpose.

Agenda Memo



Crest Hill, IL

Date: 5/09/2025

Submitter: Julius Hansen, Interim Director of Public Works

Department: Public Works

Agenda Item: Approval of Pay Request #28 from Vissering Construction Inc. with direction to

send it to the IEPA for approval and disbursement for a total amount of

\$571,023.23

Summary:

Strand Engineering and Staff have reviewed the attached pay requests from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve these along with the invoice in the list of bills. Vissering's pay request #28 is \$571,023.23 for work performed between April 1 and April 30, 2025. Once the City receives the disbursement check from the IEPA the City will release the check to Vissering.

Recommended Council Action:

Approval of Pay Request #28 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$571,023.23

Financial Impact:

See attached memo and application for payment from Strand Engineering

Attachments:

Memo and application for payment from Strand Engineering Pay Request #28



Strand Associates, Inc.® 1170 South Houbolt Road Joliet, IL 60431 (P) 815,744,4200

www.strand.com

May 7, 2025

Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Re: Crest Hill West Sewage Treatment Plant Improvements

Contract 1-2022

City of Crest Hill, Illinois (City)

Dear Mr. Hansen:

Enclosed are Pay Application No. 28, waivers of lien, certified payroll, American Iron and Steel documentation, and apprenticeship reporting forms for the City's West Sewage Treatment Plant Improvements project. A summary of the Contract status is shown on the enclosed Application for Payment.

For Pay Application No. 28, Vissering Construction Company (Contractor) is requesting a total of \$571,023.23 for the work performed between April 1 and April 30, 2025. Please refer to its breakdown of values in the enclosed pay application. Specifically, this value includes a variety of items such as general conditions; overhead and profit; rebar for Structure 75; concrete work at Structure 30; various metal fabrications and handrails; roofing labor; painting, including chemical resistant coatings; installation of overhead doors; various interior plumbing in Structures A10, 30, and D50; and electrical work and conduit installation in various structures; excavation for the western footings of Structure 75; centrifuge conveyor system. Strand Associates, Inc.® has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$571,023.23.

The current total Contract amount is \$49,460,138.00. There have been eight change orders to date. Total work completed through April 30, 2025, is \$35,736,150.15. A total of \$2,473,006.90 is being held in retainage, in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic Hallens

Dominic L. Gattone, P.E.

Enclosures

SUMMARY SHEET (Use with AP2 or AP3)

APPLICATION FOR PAYMENT

ATTN: JULIUS HANSEN, INTERIM PUBLIC WORKS DIRECTOR

OWNER: 20600 CITY CENTER BLVD, CREST HILL,

PROJECT: W. SEWAGE TREATMENT PLANT

IMPROVEMENTS

CONTRACTOR: VISSERING CONSTRUCTION

CONTRACT: 1-2022 (11108.00)

COMPANY

04.30.2025

PAYMENT APPLICATION NO.: 28

CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$258,286.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,438,148.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,460,138.00
WORK PERFORMED	
COST OF WORK COMPLETED	\$35,736,150.15
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$35,736,150.15
LESS AMOUNT OF RETAINAGE	\$2,473,006.90
SUBTOTAL	\$33,263,143.25
LESS PREVIOUS PAYMENTS	\$32,692,120.02
AMOUNT DUE THIS APPLICATION	\$571,023.23

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to OWNER indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and

		VISSERING CONSTRUCTION COMPANY
	BY:	CONTRACTOR To World (Authorized Signature)
	ву:	Tony Marzetta, Project Manager (Print Name)
Payment of the above AMOUNT DUE THIS APPLICATION DATED: $1/4 + 1/4 = 1/4$	N is recommende	d:
DATED, May 8, 2025	ву:	STRAND ASSOCIATES, INC ®
	BY:	(Authorized Stgnature)

	Contractor's Application for Payment No.	Payment No. 28
	Application Period: 04.01.2025 - 04.30.2025	Application Date: 04.30.2025
To (Owner) CITY OF CREST HILL, IL: ATTN: J.HANSEN From (Contractor); 20600 CITY CENTER BLVD, CREST HILL, IL 60403 VISSERING CC Project: Contract: W. SEWAGE TREATMENT PLANT IMPROVEMENTS GENE	From (Contractor); VISSERING CONSTRUCTION COMPANY STRAND ASSOCIATES Contract: GENERAL CONSTRUCTION	Via (Engineer): STRAND ASSOCIATES
Owner's Contract No.:	Contractor's Project No.: 11108.00	Engineer's Project No.: 1-2022

Application For Payment

Change Order Summary

1. ORIGINAL CONTRACT PRICE	2. Net change by Change Ordere	3. Current Contract Price (Line 1+2)	4. TOTAL COMPLETED AND STORED TO DATE	(Column F on Progress Retinosts)	S. RETAINAGE:	2 50% V \$ 40 460 138 00 Wall-Commission	h 10% X	o Total Detailment of the East Time East.	MOYING BUILDING IN TO DAME Gire 4 Viscos	7. LESS PREVIOUS PAVMENTS (Line 6 from prior 8 mailtening)	8. AMOUNT DUE THIS APPLICATION	(Column G on Progress Estimate + Line 5 above)
11. (Deductions	6	4	(\$16.295.00)	(\$1,807.00)	(\$16,673.00)	(\$20,035.00)		9 9	(\$1,438,148.00))
	Additions	\$45,297.00	\$19,757.00	\$9,362.00	\$45,205.00	\$26,445.00	\$56,463.00		\$55,757.00	\$258,286.00	(\$1,179,862.00)	
Approved Change Orders	Number	1	2	3	4	\$	9	7	æ	TOTALS	NET CHANGE BY CHANGE ORDERS	

Certification	
ontractor's	

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or evered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective. S

(Date) (Date) (Date) (Line 8 or other - attach explanation of the other amount) (Line 8 or other - attach explanation of the other amount) Funding Agency (if applicable) (Engineer) (Owner) is recommended by: is approved by: Approved by: Payment of: Payment of:

Endorsed by the Construction Specifications Institute.

EJCDC C-620 Contractor's Application for Payment

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5/6/2023

Date:

Terry Marzetta, Project Manager

=



Crest Hill, IL

Meeting Date: May 27, 2024

CITY OF NEIGHBORS

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Fiscal Yr. 2024 Saw Cutting Sidewalk Survey Results

Summary: The 2024 sidewalk cutting program has completed the field survey to identify locations and method of based on the following surveyed locations:

- Ward 1- Area bounded by Theodore and Burry Circle-5.23 Miles
- Ward 3-Fox Meadow; Crest Estates and Oak Tree Subdivisions-4.11 Miles
- Ward 4-Cambridge Crest-3.17 Miles
- Ward 2-Driveway only in the same area as the pilot program

Attached is a summary of the results of the survey.

Staff would like to continue with the next phase of this year's program by performing the work shown in the attached results to bring non-compliance sidewalk identified back into compliance.

Recommended Council Action: A resolution approving an agreement for 2024 sidewalk cutting program-construction by and between the city of Crest Hill, Will County, Illinois and Safe Step, LLC. for a cost of \$60,000.00.

Financial Impact:

Funding Source: MFT

Budgeted Amount: \$75,000.00

Cost: \$60,000-Construction

Attachments:

2023 Crest Hill Executive Summary.pdf Updated Proposal Crest Hill 2024 Engineering Evaluation.pdf

RESOLUTION NO.

A RESOLUTION APPROVING AN AGREEMENT FOR 2025 SIDEWALK CUTTING PROGRAM-CONSTRUCTION BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND SAFE STEP, LLC

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

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

WHEREASECS Safe Step, LLC (the "COMPANY"), is an entity that is in the business of providing Construction Services, to bring non-compliance sidewalk identified during the 2024 survey of the identified location in Ward 1,2,3, and 4 back into compliance. (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 2025 Sidewalk Cutting Program-Construction (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 statuary authority, as follows:

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$65,975.74 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 herby 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 19TH DAY MAY, 2025.

	Aye	Nay	Aoseni	Abstain
Alderman Scott Dyke				
Alderwoman Angelo Sante 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 19TH DAY OF MAY 2025				
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershav-Hall City Clerk				

EXHIBIT A



Philip Sitton • Project Manager • 331.444.4822• Philip@NoTrippin.com • www.notrippin.com



Introduction

April 03, 2025

Raymond Soliman City of Crest Hill 20600 City Center Blvd Crest Hill, Illinois, 60403

Raymond,

Thank you for the opportunity to present this proposal for sidewalk trip hazard repair based on our inspection of your sidewalk area.

Review

- 1. Safe Step LLC performed a site inspection of all of the specified sidewalk areas
- 2. The evaluation identified sidewalk defects that presented a tripping hazard and were appropriate for sawcutting repair based on the identification criteria outlined on page 2
- 3. The evaluation also identified sidewalk defects that would require alternative repair methods
- 4. A login to Safe Step's exclusive Sidewalk Central™ tool was provided for defect review and finalization
 - 1. This proposal and project scope is based on the defects selected and verified in Sidewalk Central™

Notable Proposal Contents

- · Page 2: Evaluation criteria used to perform the survey
- · Page 3: Defect location map and survey summary
- · Page 4: Cost savings analysis
- · Page 7: Proposal Acceptance

Please let me know if you have any questions. We look forward to serving your needs.

Philip Sitton
Project Manager
331.444.4822
Philip@NoTrippin.com

Philip Sitton • Project Manager • 331.444.4822• Philip@NoTrippin.com • www.notrippin.com



Sidewalk Evaluation Criteria

Condition	Record for Saw-Cutting	Record for Replacement
Panel Offset: Min (1/8s) 4 Max (1/8s) 16	Y	If greater Y
Sharp edge: Height (1/8s) 3	Y	N/A
Prior Grind/Saw-Cut Repairs ¹ :	Y *	
Cutting to sunken panel:	Lift	Y
Waterpooling:	Lift	Y
Caused by tree:	CR	Y
Negative cross-slope:	Y,CR - Severe	Y
Positive cross-slope:	Y,CR - Severe	Y
Contains structural crack ² :	V	V
Qty no more than Gap no more than 3/8"	Y	Y
Displacement is a crack ² :		.,
Perpendicular N Parallel N	N	Y
Panel is spalled ² : Surface less than Depth no more than 1"	Y	Y
Sidewalk joint is decayed ² : Width no more than	Y	Y
Curbing:	CR	CR
On bridge structure:	N	N
Parallel joints:		
Min. Height 4 Max Height 16	Y	Y
Ramps: At Landing ADA At street ADA	Y	Y
Max Ht ADA Max Ht Top of flowline:	N	Y
Adjacent to asphalt:	CR	Y
Adjacent to pavers:	CR	Y

Marking/Other

Mark Saw-Cutting	Numbered
DWP - Plastic	\$12/sq ft to install
Mark R&R	Y/N
5" R&R Sq. Ft. Cost	\$16
6" R&R Sq. Ft. Cost	\$18

Use Lifting for sunken & waterpooling panels	Y
Mark Lifting	N
Lifting Sq. Ft. Price	TBD

Scatter Sites		
Apply criteria to scatter sites?		
Survey only marked?		
Survey entire address?	Driveway	
Survey entire block-face?		

Crest Hill Notes:

*Prior Repairs-If presenting exceeds 4
*Evaluate culverts as traditional sidewalk, not bridges.

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^{*}Client Review any long stretches of depressed curb along sidewalk/

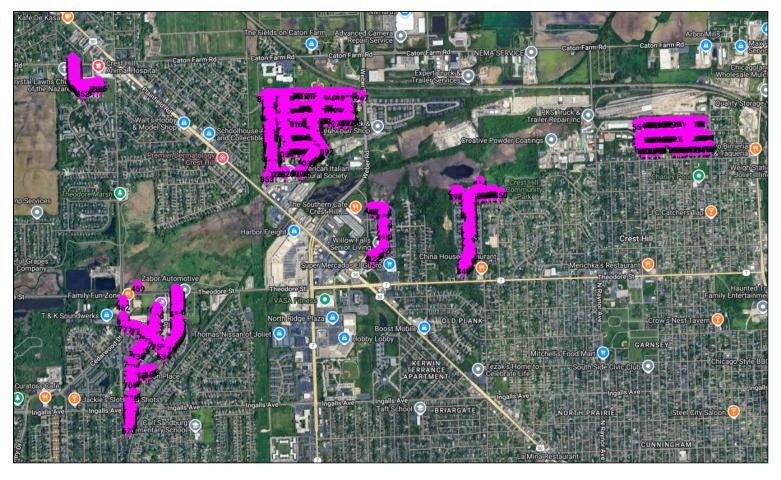
¹As measured at presenting face; recorded values will be for proper 12:1 repair

²Panels failing this criteria will be recorded for replacement regardless of offset



Defect Location Map

The map below indicates the approximate locations of sidewalk defects suitable for saw-cutting repair.



Due to the limitations of GPS mobile app technology, the locations shown above should be relied upon as approximate to their actual locations.

Map Data: Google

Survey Summary

- 1. The survey was performed on 03/25/2025
- 2. Total surveyed miles were estimated to be 10.98
- 3. 1,300 total sidewalk defects were identified
 - 1. 874 were suitable for saw-cutting for a total of \$65,975.74
 - 2. 426 would require repair using alternative repair methods

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Cost Savings Analysis

The survey indicated that 874 trip hazards would require the removal & replacement of approximately 21,877.34 ft² of sidewalk.

At an average removal and replacement cost of \$16/ft², the total would be \$350,037.44

The cost of saw cutting using Safe Step LLC would be \$65,975.74, a savings of \$284,061.70.

Total Trip Hazard Repairs: 874

Remove and Replace Cost: \$ 350,037

Safe Step Cost: \$ 65,976

Cost Savings: \$ 284,061

Saving money is important, but it's not the only thing...

We use a patented system to remove the unwanted concrete and leave behind an ADA compliant (12:1) slope.

In fact, we can repair a trip hazard in about 20 minutes from start to finish.

So there's no need to close off the area or tear up any sidewalks.

And our equipment is lightweight. The whole system fits inside of a 3' sidewalk. This prevents damage to surrounding

lawns or landscaping.

Our technicians are experts at repairing sidewalks.

But they're also encouraged to communicate with any residents who have questions.





ENVIRONMENTAL IMPACT EXAMPLE: As a member of the U.S. Green Building Council (USGBC) we are proud of the fact that we reduce the impact to landfills and the environment as a result of our service. Removing and replacing 100 panels would result in approximately 118,500 pounds or 59 tons of concrete being removed (average panel weight of 1185 pounds) Using Precision Concrete Cutting for 100 trip hazards results in 0.3 tons of concrete removed and recycled, approximately 141 gallons of gasoline saved, and a reduction of 1.3 metric tons of Co2.

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The Safe Step Approach

Specifications

- 1. Repairs will be tapered to a 1:12 slope ratio and taken to a zero point of differential between adjoining sidewalk panels along the full width of the sidewalk, in accordance with ADA standards.
- 2. Repairs shall have a smooth and uniform finish with a coefficient of friction meeting OSHA requirements and shall not impact adjoining sidewalks, driveways, landscaping, or other objects within the vicinity of the work.
- 3. In instances where sidewalk conditions do not permit a 1:12 slope ratio, repairs will be made with the shallowest slope possible for the given sidewalk condition.

👶 Clean-up

- All saw-cutting will be performed without water-cooling; No slurry will be created eliminating the risk of "tracking" and run-off water contamination.
- 2. Saw mounted dust abatement systems will be used to minimize airborne dust. Containment systems are designed for fine dust applications.
- 3. Debris and concrete shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, or other objects within the vicinity of the work.

Reporting

- 1. Upon completion of the project, Safe Step LLC will provide a detailed and audit-able report. This report will include the street address or location, dimensions, and GPS coordinates of each repair made.
- 2. An invoice for payment will be provided when the projected has been completed. Payment in full is due **30 days** from the date of invoice. Late payments may be subject to a \$30 re-billing fee.



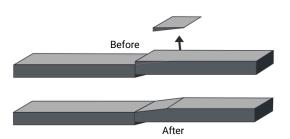
Safety and Insurance

- Safe Step LLC employees who work directly in slab displacement repair undergo a rigorous training process with emphasis on safe work practices, OSHA-approved personal protection equipment, and quality workmanship. It is not uncommon for our clients to receive unsolicited compliments on our safety practices and the quality of the work performed.
- 2. Safe Step LLC is fully licensed and insured. Proof of auto, liability, and workers compensation insurance are available upon request.

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Our Result





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Proposal Acceptance

Financial Parameters

- 1. Financial Parameters
 - 1. The total cost of the reporting and saw-cutting repairs will not exceed \$65,975.74.
 - 2. Safe Step LLC will accept full responsibility for any project cost overage, provided that the scope of the project is not altered once the project begins. Any requested change in scope will be fully discussed and approved by the City of Crest Hill prior to the start of the work on the revised area.

If this proposal is acceptable, please complete and sign below. We will contact you upon receiving this form to schedule your project.

Cost: \$65,975.74 Proposal #: 202179

Due to the ongoing supply chain issues and labor availability, the pricing in this proposal is only valid until May 14, 2025.

Billing Contact Name:	Contact			
Billing Email Address:	Email			
PO Number:	PO Number (Optional)	Does this project req	uire prevailing wage?:	Yes/No
Approved by:	Approved by	Date:	Date Signed	
Signed: J	SIGNATURE Raymond Soliman	Title: Title		

Client Notes:

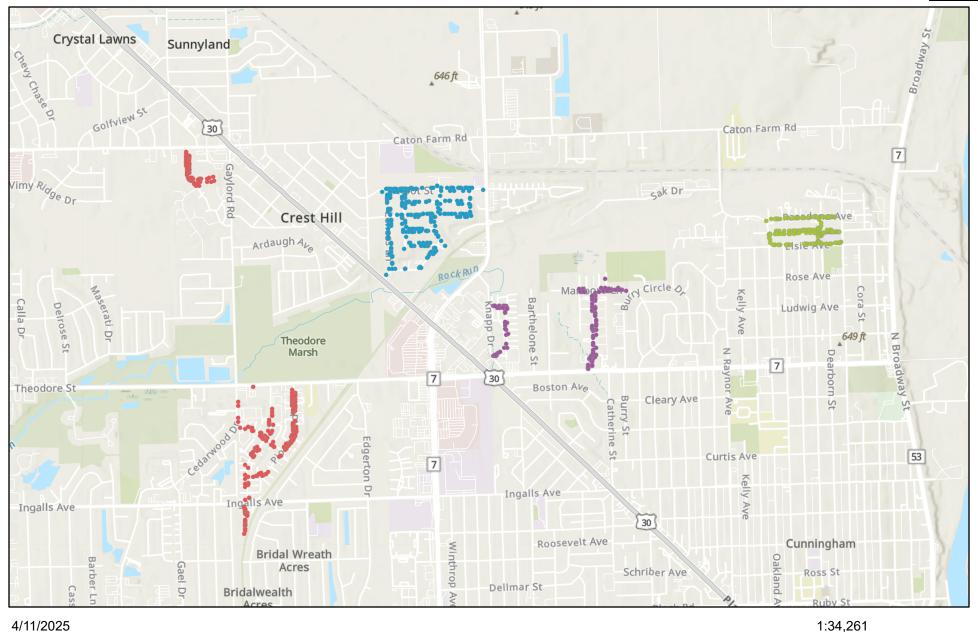
Use this form to provide us with any other information we may need to know.

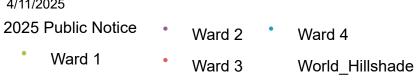
For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above signed hereby agrees to defend, indemnify, and hold contractor harmless with respect to any and all liability whatsoever arising from contractor's activities in attempting to repair concrete sidewalk and other slabs owned by the above signed or within the above signed's dominion and control, and to defend, indemnify, and hold harmless contractor with respect thereto.

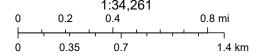
Philip Sitton • Project Manager • 331.444.4822• Philip@NoTrippin.com • www.notrippin.com

Crest Hill 2025 Sidewalk Repair Locations

Item 5.







Esri, NASA, NGA, USGS, FEMA, Sources: Esri, TomTom, Garmin, FANOAA, USGS, © OpenStreetMap contributors, and the GIS User Commun





Contact: Ron Wiedeman, City Engineer City of Crest Hill 20600 City Center Blvd Crest Hill, IL 60403

2025 Sidewalk Repair Locations

2020 Glacwaik Hepaii Locations			
	Address	Defect Count	
1732	Amelia Ct	2	
1733	Amelia Ct	2	
0	Arbor Ln	6	
1600	Arbor Ln	8	
1613	Arbor Ln	4	
1615 1620	Arbor Ln Arbor Ln	3 1	
1705	Arbor Ln	2	
1710	Arbor Ln	3	
1715	Arbor Ln	8	
1720	Arbor Ln	3	
1800	Arbor Ln	7	
1805	Arbor Ln	2	
1810	Arbor Ln	5	
1815	Arbor Ln	2	
1820	Arbor Ln	10	
1825	Arbor Ln	8	
1900	Arbor Ln	3	
2291	Bicentennial Ave	2	
2301	Bicentennial Ave	9	
2330	Bicentennial Ave	2	
2361	Bicentennial Ave	2	
2390	Bicentennial Ave	4	
2365	Caton Crest	3 2	
2367	Caton Crest	4	
2369 2371	Caton Crest	1	
2373	Caton Crest Caton Crest	<u> </u>	
2374	Caton Crest	4	
2375	Caton Crest	3	
2376	Caton Crest	1	
2377	Caton Crest	1	
2378	Caton Crest	2	
2379	Caton Crest	1	
2380	Caton Crest	2	
2381	Caton Crest	1	
2382	Caton Crest	2	
2383	Caton Crest	2	
2384	Caton Crest	2	
2385	Caton Crest	3	
2386	Caton Crest	1	
2388	Caton Crest	1	
2389	Caton Crest	4	
2390	Caton Crest	1	
2391	Caton Crest	1	
2392	Caton Crest	3	
2394 2395	Caton Crest Caton Crest	2	
2397	Caton Crest	1	
2399	Caton Crest	1 1	
2431	Caton Crest	1	
2434	Caton Crest	1	
2435	Caton Crest	<u></u> 1	
2439	Caton Crest	1	
2440	Caton Crest	<u> </u>	
2442	Caton Crest	1	
2446	Caton Crest	1	

1

	Address	Defect Count
2447	Caton Crest	3
2448	Caton Crest	2
2450	Caton Crest	2
2447	Caton Crest Ct	1
0 1472	Cedarwood Dr Cedarwood Dr	2
1500	Cedarwood Dr Cedarwood Dr	1
0	Chaney Ave	1
408	Chaney Ave	4
414	Chaney Ave	1
418	Chaney Ave	2
500	Chaney Ave	1
501	Chaney Ave	6
502	Chaney Ave Chaney Ave	2
505 506	Chaney Ave Chaney Ave	2
508	Chaney Ave	1
509	Chaney Ave	1
512	Chaney Ave	2
513	Chaney Ave	1
516	Chaney Ave	4
520	Chaney Ave	3
525 526	Chancy Ave	4
526 529	Chaney Ave Chaney Ave	4
530	Chaney Ave Chaney Ave	2
537	Chaney Ave	3
538	Chaney Ave	1
539	Chaney Ave	2
542	Chaney Ave	1
543	Chaney Ave	1
601	Chaney Ave	1
604 605	Chaney Ave Chaney Ave	1 3
2012	Crestwood Dr	4
2013	Crestwood Dr	2
2017	Crestwood Dr	3
2101	Crestwood Dr	1
2116	Crestwood Dr	1
0	Donmaur Dr	1
1914 1920	Donmaur Dr	2 2
1920	Donmaur Dr Donmaur Dr	1
2115	Eldorado Dr	2
2123	Eldorado Dr	1
2128	Eldorado Dr	3
2200	Eldorado Dr	3
2211	Eldorado Dr	2
2215	Eldorado Dr	1
2219 2223	Eldorado Dr Eldorado Dr	1 2
1103	Elizabeth Ct	1
1107	Elizabeth Ct	3
1110	Elizabeth Ct	1
1111	Elizabeth Ct	6
1115	Elizabeth Ct	3
1123	Elizabeth Ct	2
1127	Elizabeth Ct	7
1128 1131	Elizabeth Ct Elizabeth Ct	3 4
400	Elsie Ave	47
502	Elsie Ave	8
504	Elsie Ave	3
508	Elsie Ave	2
512	Elsie Ave	2
516	Elsie Ave	2
532 536	Elsie Ave Elsie Ave	3
536 544	Elsie Ave	3
600	Elsie Ave	5
500	Hoffman St	2
1801	Jared Dr	4
1803	Jared Dr	1
1805	Jared Dr	4
1808	Jared Dr	2
1812 1813	Jared Dr Jared Dr	2 2
1013	Jaitu Di	۷

	Address	Defect Count
1816	Jared Dr	1
1817	Jared Dr	3
1820	Jared Dr	1
1824	Jared Dr	3
1825	Jared Dr	3
2019	Jayce Ct	1
2020	Jayce Ct	2
0 1950	Leness Ln Leness Ln	
1950	Leness Ln	
2004	Leness Ln	2
2012	Leness Ln	3
2016	Leness Ln	1
2017	Leness Ln	1
2020	Leness Ln	1
2024	Leness Ln	1
2028	Leness Ln	2
2101	Leness Ln	1
2105	Leness Ln	1
2109	Leness Ln	1
2113	Leness Ln	1
2117	Leness Ln	1
2121	Leness Ln	
2122	Leness Ln	1
2124	Leness Ln	1
2125	Leness Ln	1
2128 2200	Leness Ln	3
2200	Leness Ln Leness Ln	1
2201	Leness Ln	2
2205	Leness Ln	2
2206	Leness Ln	1
2217	Leness Ln	2
2221	Leness Ln	4
2224	Leness Ln	2
2226	Leness Ln	4
2229	Leness Ln	2
1700	Lincoln Ave	2
1701	Lincoln Ave	3
1705	Lincoln Ave	1
1708	Lincoln Ave	1
1709	Lincoln Ave	2
1712	Lincoln Ave	1
1724	Lincoln Ave	2
1728	Lincoln Ave	1
1732	Lincoln Ave	
1733 1800	Lincoln Ave	1 2
1801	Lincoln Ave Lincoln Ave	3
1808	Lincoln Ave Lincoln Ave	1
1812	Lincoln Ave	2
1820	Lincoln Ave	2
1824	Lincoln Ave	1
1825	Lincoln Ave	3
1828	Lincoln Ave	2
1832	Lincoln Ave	4
1835	Lincoln Ave	3
1700	Lynwood St	4
1701	Lynwood St	1
1703	Lynwood St	1
1708	Lynwood St	4
1709	Lynwood St	1
1713	Lynwood St	1
1716	Lynwood St	2
1717	Lynwood St	1
1720	Lynwood St	2 2
1724 1728	Lynwood St Lynwood St	2 2
1728	Lynwood St	5
1800	Lynwood St	<u> </u>
1801	Lynwood St	4
1804	Lynwood St	3
1805	Lynwood St	1
1808	Lynwood St	1
1812	Lynwood St	1
	Lynwood St	1
1813 1816	Lynwood St	2

	Address	Defect Count
1817	Lynwood St	1
1820	Lynwood St	2
1824	Lynwood St	2
1825	Lynwood St	1
1828	Lynwood St	2
1832	Lynwood St	1
1851	Marlboro Ln	5
1856	Marlboro Ln	2
1861	Marlboro Ln	8
1900	Marlboro Ln	3
1948	Marlboro Ln	2
1801	Mia Dr	5
1802	Mia Dr	1
1804	Mia Dr	2
1805	Mia Dr	2
1808	Mia Dr	1
1809	Mia Dr	2
1812	Mia Dr	
1817	Mia Dr	1
		·
1824	Mia Dr	2
0	Oakland Ave	5
407	Pasadena Ave	4
411	Pasadena Ave	5
415	Pasadena Ave	2
419	Pasadena Ave	3
501	Pasadena Ave	2
505	Pasadena Ave	2
507	Pasadena Ave	2
511	Pasadena Ave	1
515	Pasadena Ave	2
519	Pasadena Ave	5
523	Pasadena Ave	2
531	Pasadena Ave	3
601	Pasadena Ave	3
605	Pasadena Ave	4
609	Pasadena Ave	2
1250	Pioneer Rd	1
1320	Pioneer Rd	2
1330		2
	Pioneer Rd	
1331	Pioneer Rd	4
1351	Pioneer Rd	2
1360	Pioneer Rd	3
1361	Pioneer Rd	3
1400	Pioneer Rd	7
1412	Pioneer Rd	5
1413	Pioneer Rd	4
1424	Pioneer Rd	8
1425	Pioneer Rd	1
1436	Pioneer Rd	4
		2
1437	Pioneer Rd	
1448	Pioneer Rd	5
1449	Pioneer Rd	4
1460	Pioneer Rd	2
1461	Pioneer Rd	7
1469	Pioneer Rd	2
1472	Pioneer Rd	1
1500	Pioneer Rd	3
1501	Pioneer Rd	6
1510	Pioneer Rd	3
1510		3
	Pioneer Rd	
1520	Pioneer Rd	4
1521	Pioneer Rd	6
1530	Pioneer Rd	6
1531	Pioneer Rd	4
1200	Rock Run	2
1201	Rock Run	1
1231	Rock Run	1
1250	Rock Run	7
1251	Rock Run	2
1271	Rock Run	1
1301	Rock Run	1
1345	Rock Run	4
1350	Rock Run	3
1361	Rock Run	4
1370	Rock Run	2
1375	Rock Run	1

	Address	Defect Count
1401	Rock Run	6
1424	Rock Run	3
1448	Rock Run	1
1473	Rock Run	5
1484	Rock Run	2
1500	Rock Run	1
1510	Rock Run	1
1601	Root St	1
1612	Root St	1
1700	Root St	2
1701	Root St	2
1704	Root St	3
1705	Root St	1
1708	Root St	2
1712	Root St	2
1717	Root St	1
1720	Root St	3
1721	Root St	1
1724	Root St	1
1732	Root St	2
1733	Root St	1
1800	Root St	2
1804	Root St	2
1818	Root St	1
1824	Root St	2
1830	Root St	3
1832	Root St	1
1834	Root St	1
1836	Root St	5
1837	Root St	1
1838	Root St	2
1839	Root St	5
1901	Root St	2
1908	Root St	3
1912	Root St	1
1912	Root St	2
1910	Root St	1
1298	Theodore St	5
2215	Theodore St	1
2325	Theodore St	1
0	Willow Circle	6
1681	Willow Circle	6
1691	Willow Circle	U
1700	Willow Circle	1
1740	Willow Circle	5
1741	Willow Circle	2
1785 1787	Willow Circle	3
1787	Willow Circle	2
1840	Willow Circle	1
	Willow Circle	
1850	Willow Circle	2
1860	Willow Circle	1
1870	Willow Circle	1
1871	Willow Circle	2
1881	Willow Circle	1
1890	Willow Circle	3



Agenda Memo

Crest Hill, IL

Meeting Date: May 12, 2022

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Award the contract to Scanlon Excavating, Inc. in the amount of \$2,449,836.10 for

the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction

Improvement.

Resolution approving an Agreement for Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies of Illinois, Ltd. for an amount

of \$118,207.00.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement from Pasadena to Ludwig.

The city solicited bids through IDOT's construction bulletin and the local newspaper looking for qualified contractors. A total of five (5) local prequalified contractors picked up bids and four (4) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Thursday, April 30, 2025. Bids were opened and read aloud on Thursday, April 30, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Re	<u>sults</u>	<u>Base</u>	<u>Alt</u>	<u>Total</u>
1.	J Russ & Company	\$1,914,648.11	\$374,605.19	\$2,289,253.30
2.	Scanlon Excavating, Inc.	\$2,042,434.08	\$396,602.02	\$2,449,836.10 (Corrected)
3.	MJ Underground.	\$2,120,147.63	\$407,820.83	\$2,527,968.46
4.	Sheridan Plumbing	\$2,645,260.33	\$515,647.27	\$3,160,907.60

The apparent low bid was J Russ & Company however they were disqualified because they were not in good standing or currently register with SAM.gov as required by the contract documents due to the use of Will County CDBG funds.

The next lowest bidder was Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02. Scanlon Excavated did not include their proof of good standing with SAM.gov with their bid, but it was verified by city staff that at the time of the bid they were in good standing.

In discussions this with will county, this was considered a minor technical error and per Section 2.7 of the city's general covenants, the city reserves the right to reject any or all proposals or to waive such technical errors as may be deemed best for the interests of the City. Scanlon Excavating was requested and did provide proof of good standing with SAM.gov at the time of the bid. Their bid was then reviewed with no major errors found and I feel that the bids do reflect the market as it exists today

We recommend the award of the contract for the construction of the Oakland Avenue, Phase 1 Water Main Improvement Project to Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02.

V3 Companies of Illinois, Ltd. will be performing construction inspection on this project. Some of the items they will be doing will be documenting the work is being completed according to the plans, reviewing shop drawing, pay requests review, attending field meetings and performing preliminary layout of the lighting equipment, inspection for bid document compliance and material testing through Seeco, Inc.

Recommended Council Action: Award the contract to Scanlon Excavating, Inc. in the amount of \$2,449,836.10 for the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement.

Resolution approving an Agreement for Circle and Green Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies of Illinois, Ltd. for an amount of \$118,207.00.

Financial Impact:

Funding Source: Water Fund and Capital Projects Fund

Budgeted Amount: \$2,600,000.00

Cost: \$2,449,836.10 [\$2,042,434.08 (WF) & \$396,902.02 (Cap-Fund)

Attachments:

L230652-Ron W-Award Recommendation Letter-2025 0506.pdf

Bid Tab-Oakland Phase 1-Base & Alt

Resolution-CE Services Phase 1 Oakland Ave.

V3 RE services for Phase 1 Oakland Ave-05152025.pdf





May 6, 2025

Mr. Ronald Wiedeman P.E. City Engineer City of Crest Hill 2090 Oakland Ave Crest Hill, Illinois 60403

RE: Oakland Avenue Water Main Improvement Project Crest Hill, IL

Dear Mr. Wiedeman:

We have evaluated the bids received and read aloud on April 30, 2025 for the Oakland Avenue Water Main Improvement Project. The project includes, but is not limited to, watermain and storm sewer replacement, new curb and gutter, sidewalks and PCC driveways and rehabilitate the roadway and an alternate for additional roadway resurfacing.

Bids were received from the following contractors:

- J Russ & Company (Base \$1,914,648.11), Alt \$347,605.19
- Scanlon Excavating Inc (Base \$2,042,434.08), Alt \$396,902.02
- MJ Undergrond (Base \$2,120,147.63), Alt \$407,820.83
- Sheridan Plumbing (Base \$2,645,260.33), Alt \$515,647.27

The engineer's estimate for Base Bid was \$2,035,919.00 and the alternate \$440,258.50. The apparent low bid was J Russ & Company however they were disqualified because they were not in good standing or currently register with SAM.gov. The next lowest bidder was Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02. Scanlon Excavated did not include their proof of good standing with SAM.gov in the bid docs. V3 and the City requested to provide documentation that they were in good standing at time of bid opening. Scanlon Excavating did provide proof of good standing with SAM.gov and the bid was reviewed with no major errors found.

We recommend the award of the contract for construction of the Oakland Avenue Water Main Improvement Project to Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02. Per Section 2.7 of the city's general covenants, the city reserves the right to reject any or all proposals or to waive such technical errors as may be deemed best for the interests of the City If you have any questions or require further information, please contact me at 630.254.1522 or by email at jholy@v3co.com

Sincerely,

V3 Companies of Illinois, Ltd.

Jason Holy, P.E.

Senior Project Manager

BID TAB RETURN WITH BID

	HD AKLAND AVENUE				J.RUSS AND COMPANY INC.		SCANLON EXCAVATING & CONCRETE		M&J UNDERGROUND INC.		Sheridan Plumbing & Sewer Inc.
ITEM NO.	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST
20101200	TREE ROOT PRUNING	EACH	9	\$244.00	\$2,196.00	\$100.00	\$900.00	\$189.00	\$1,701.00	\$450.00	\$4,050.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	360	\$38.00	\$13,680.00	\$75.00	\$27,000.00	\$54.00	\$19,440.00	\$62.50	\$22,500.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,080	\$3.00	\$3,240.00	\$5.00	\$5,400.00	\$6.00	\$6,480.00	\$1.00	\$1,080.00
28000510	INLET FILTERS	EACH	23	\$200.00	\$4,600.00	\$150.00	\$3,450.00	\$195.00	\$4,485.00	\$200.00	\$4,600.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	360	\$54.00	\$19,440.00	\$65.00	\$23,400.00	\$103.00	\$37,080.00	\$135.00	\$48,600.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	625	\$22.00	\$13,750.00	\$13.00	\$8,125.00	\$23.00	\$14,375.00	\$35.00	\$21,875.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	1,405	\$0.01	\$14.05	\$0.01	\$14.05		\$14.05	\$0.01	\$14.05
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	4,828	\$0.01	\$48.28	\$0.01	\$48.28	\$0.01	\$48.28	\$0.01	\$48.28
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	30	\$0.01	\$0.30	\$25.00	\$750.00		\$0.30	\$23.00	\$690.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50 POLYMERIZED HOT-MIX ASPHALT RINDER COURSE IL-	TON	6	\$215.48	\$1,292.88	\$230.00	\$1,380.00	\$526.00	\$3,156.00	\$400.00	\$2,400.00
40603200	4.75, N50	TON	400	\$105.59	\$42,236.00	\$125.00	\$50,000.00	\$116.00	\$46,400.00	\$140.00	\$56,000.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	605	\$89.42	\$54,099.10	\$100.00	\$60,500.00	\$89.00	\$53,845.00	\$132.25	\$80,011.25
42400800	DETECTABLE WARNINGS	SQ FT	100	\$43.10	\$4,310.00	\$32.00	\$3,200.00	\$25.00	\$2,500.00	\$30.00	\$3,000.00
44000100	PAVEMENT REMOVAL	SQ YD	1,714	\$7.31	\$12,529.34	\$8.00	\$13,712.00	\$10.00	\$17,140.00	\$24.25	\$41,564.50
44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	6,529	\$3.30	\$21,545.70	\$4.75	\$31,012.75	\$5.00	\$32,645.00	\$5.75	\$37,541.75
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	1,671	\$73.68	\$123,119.28	\$45.00	\$75,195.00	\$70.00	\$116,970.00	\$63.25	\$105,690.75
50100100	STRUCTURES TO BE REMOVED	EACH	1	\$950.00	\$950.00	\$550.00	\$550.00	\$1,151.00	\$1,151.00	\$500.00	\$500.00
55100500	STORM SEWER REMOVAL 12*	FOOT	38	\$68.00	\$2,584.00	\$25.00	\$950.00	\$19.00	\$722.00	\$10.00	\$380.00
55100700	STORM SEWER REMOVAL 15"	FOOT	44	\$68.00	\$2,992.00	\$25.00	\$1,100.00	\$19.00	\$836.00	\$10.00	\$440.00
55101100	STORM SEWER REMOVAL 21"	FOOT	129	\$68.00	\$8,772.00	\$30.00	\$3,870.00	\$20.00	\$2,580.00	\$15.00	\$1,935.00
56103000	DUCTILE IRON WATER MAIN, 6"	FOOT	201	\$146.00	\$29,346.00	\$135.00	\$27,135.00	\$139.00	\$27,939.00	\$170.00	\$34,170.00
56103100	DUCTILE IRON WATER MAIN, 8"	FOOT	2,211	\$164.00	\$362,604.00	\$170.00	\$375,870.00	\$165.00	\$364,815.00	\$183.00	\$404,613.00
56105000	WATER VALVES, 8"	EACH	9	\$3,110.00	\$27,990.00	\$2,600.00	\$23,400.00	\$2,790.00	\$25,110.00	\$6,350.00	\$57,150.00
56400500	FIRE HYDRANT TO BE REMOVED	EACH	2	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$1,450.00	\$2,900.00	\$1,000.00	\$2,000.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$8,000.00	\$48,000.00	\$7,800.00	\$46,800.00	\$8,573.00	\$51,438.00	\$8,950.00	\$53,700.00
56500800	DOMESTIC WATER SERVICE BOX	EACH	47	\$750.00	\$35,250.00	\$250.00	\$11,750.00	\$2,528.00	\$118,816.00	\$100.00	\$4,700.00
60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME,	EACH	1	\$3,800.00	\$3,800.00	\$3,400.00	\$3,400.00	\$8,546.00	\$8,546.00	\$3,725.00	\$3,725.00
	CLOSED LID MANHOLES, TYPE A, 5'-DIAMETER, TYPE 1 FRAME,										
60221100	CLOSED LID VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME,	EACH	2	\$5,000.00	\$10,000.00	\$5,000.00	\$10,000.00	\$8,486.00	\$16,972.00	\$6,150.00	\$12,300.00
60248900	CLOSED LID	EACH	9	\$4,800.00	\$43,200.00	\$3,750.00	\$33,750.00	\$5,921.00	\$53,289.00	\$3,000.00	\$27,000.00
60500405	FILLING VALVE VAULTS	EACH	1	\$800.00	\$800.00	\$500.00	\$500.00	\$1,446.00	\$1,446.00	\$750.00	\$750.00
66900200	NON-SPECIAL WASTE DISPOSAL	CU YD	100	\$0.01	\$1.00	\$75.00	\$7,500.00	\$100.00	\$10,000.00	\$148.00	\$14,800.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	450	\$3.37	\$1,516.50	\$5.00	\$2,250.00	\$3.00	\$1,350.00	\$3.75	\$1,687.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	304	\$3.62	\$1,100.48	\$6.00	\$1,824.00	\$3.00	\$912.00	\$5.00	\$1,520.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	167	\$13.81	\$2,306.27	\$18.00	\$3,006.00	\$12.00	\$2,004.00	\$17.75	\$2,964.25
550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	38	\$95.00	\$3,610.00	\$155.00	\$5,890.00	\$155.00	\$5,890.00	\$88.50	\$3,363.00
	STORM SEWERS, RUBBER GASKET, CLASS A, 11PE 2 12 STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2										
550A2530	15" STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2	FOOT	44	\$100.00	\$4,400.00	\$165.00	\$7,260.00	\$163.00	\$7,172.00	\$93.75	\$4,125.00
550A2550	21"	FOOT	168	\$110.00	\$18,480.00	\$165.00	\$27,720.00	\$129.00	\$21,672.00	\$135.00	\$22,680.00
X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	225	\$157.00	\$35,325.00	\$50.00	\$11,250.00	\$46.00	\$10,350.00	\$115.00	\$25,875.00
X1200221	CONNECTION TO EXISTING WATER MAIN (NON- PRESSURE)	EACH	6	\$8,000.00	\$48,000.00	\$4,000.00	\$24,000.00	\$4,733.00	\$28,398.00	\$5,000.00	\$30,000.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	5,778	\$0.01	\$57.78	\$50.00	\$288,900.00	\$54.00	\$312,012.00	\$75.00	\$433,350.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	375	\$50.00	\$18,750.00	\$10.00	\$3,750.00	\$34.00	\$12,750.00	\$65.00	\$24,375.00
X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	2,020	\$5.00	\$10,100.00	\$10.00	\$20,200.00	\$5.00	\$10,100.00	\$4.00	\$8,080.00
X5610706	WATER MAIN REMOVAL. 6"	FOOT	100	\$68.00	\$6,800.00	\$25.00	\$2,500.00		\$1.900.00	\$35.00	\$3,500.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	6	\$1,500.00	\$9,000.00	\$650.00	\$3,900.00	\$1,012.00	\$6,072.00	\$800.00	\$4,800.00
				,	,		,	, , , , , ,			
X6026622	VALVE VAULTS TO BE REMOVED	EACH		\$950.00	\$950.00	\$500.00	\$500.00		\$1,446.00	\$450.00	\$450.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	2	\$750.00	\$1,500.00	\$350.00	\$700.00	\$164.00	\$328.00	\$150.00	\$300.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L SUM	1	\$220,000.00	\$220,000.00	\$200,000.00	\$200,000.00	\$3,780.00	\$3,780.00	\$248,000.00	\$248,000.00
		L SUM	1	\$22,750.00	\$22,750.00	\$25,000.00	\$25,000.00	\$38,519.00	\$38,519.00	\$55,000.00	\$55,000.00
Z0013798	CONSTRUCTION LAYOUT							\$765.00	\$10,710.00	\$450.00	\$6,300.00
Z0013798 Z0018400	CONSTRUCTION LAYOUT STORM STRUCTURES TO BE ADJUSTED	EACH	14	\$1,000.00	\$14,000.00	\$400.00	\$5,600.00	\$765.00	310,710.00		
			14	\$1,000.00 \$24.00	\$14,000.00 \$46,752.00	\$400.00 \$20.00	\$5,600.00 \$38,960.00		\$37,012.00	\$25.00	\$48,700.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY)	EACH SQ YD		\$24.00	\$46,752.00	\$20.00	\$38,960.00	\$19.00	\$37,012.00		
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCRETE CURB & GUITTER REMOVAL	EACH SQ YD SQ YD	1,948 702	\$24.00 \$92.83	\$46,752.00 \$65,166.66	\$20.00 \$135.00	\$38,960.00 \$94,770.00	\$19.00	\$37,012.00 \$75,114.00	\$150.00	\$105,300.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCRETE CUTB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	EACH SQ YD SQ YD FOOT	1,948 702 2,351	\$24.00 \$92.83 \$49.95	\$46,752.00 \$65,166.66 \$117,432.45	\$20.00 \$135.00 \$50.00	\$38,960.00 \$94,770.00 \$117,550.00	\$19.00 \$107.00 \$48.00	\$37,012.00 \$75,114.00 \$112,848.00	\$150.00	\$105,300.00 \$164,570.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE GHOST BARLY) DRIVEWAY PAREMENT REMOVAL AS REPLACEMENT COMBINATION CONCRETE CURB & GUTTER REMOVAL REPLACEMENT (SPECIAL) INSERTION VALVES, 8°	EACH SQ YD SQ YD FOOT EACH	1,948 702 2,351	\$24.00 \$92.83 \$49.95 \$15,000.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00	\$19.00 \$107.00 \$48.00 \$12,211.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00	\$150.00 \$70.00 \$15,600.00	\$105,300.00 \$164,570.00 \$15,600.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONNETTE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCEPTE CURB & GUTTER REMOVAL REPLACEMENT (SPECIAL) INSERTION VALVES, 8° WATER SERVICE LINE, I' (SHORT)	EACH SQ YD SQ YD FOOT EACH	1,948 702 2,351	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE GHOST BARLY) DRIVEWAY PAREMENT REMOVAL AS REPLACEMENT COMBINATION CONCRETE CURB & GUTTER REMOVAL REPLACEMENT (SPECIAL) INSERTION VALVES, 8°	EACH SQ YD SQ YD FOOT EACH	1,948 702 2,351	\$24.00 \$92.83 \$49.95 \$15,000.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00	\$150.00 \$70.00 \$15,600.00	\$105,300.00 \$164,570.00 \$15,600.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONNETTE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCEPTE CURB & GUTTER REMOVAL REPLACEMENT (SPECIAL) INSERTION VALVES, 8° WATER SERVICE LINE, I' (SHORT)	EACH SQ YD SQ YD FOOT EACH	1,948 702 2,351 1 26	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONNETTE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCRETE CURB & GUTTER REMOVAL REPLACEMENT (SPECIAL) INSERTION VALVES, 8° WATER SERVICE LINE, 1" (SHORT) WATER SERVICE LINE, 1" (LONG)	EACH SQ YD SQ YD FOOT EACH EACH	1,948 702 2,351 1 26 26	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00 \$4,500.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00 \$170,898.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00 \$5,000.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00 \$130,000.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCETTE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT COMBINATION CONCETTE CURB & GUTTER REMOVAL INSERTION VALVES, 8" WATER SERVICE LINE. 1" (SHORT) WATER SERVICE LINE. 1" (LONG) CASH ALLOWANCE	EACH SQ YD SQ YD FOOT EACH EACH UNITS	1,948 702 2,351 1 26 26 25,000	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00 \$5,000.00 \$1.00	\$46,752.00 \$65,166.66 \$117.432.45 \$15,000.00 \$78,000.00 \$130,000.00 \$25,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00 \$4,500.00 \$1.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00 \$117,000.00 \$25,000.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00 \$1.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00 \$170,898.00 \$25,000.00 \$11,520.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00 \$5,000.00 \$1.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00 \$130,000.00 \$25,000.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAYEMENT SEMOVAL & REPLACEMENT COMENSATION CONCRETE CLIRE & GUTTER REMOVAL INSERTION VALVES, 8* WATER SERVICE LINE, 1* (SHORT) WATER SERVICE LINE, 1* (LONG) CASH ALLOWANCE SUMP LINE TEMPORARY ACCESS	EACH SQ YD SQ YD FOOT EACH EACH UNITS FOOT EACH	1,948 702 2,351 1 26 26 25,000 240 43	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00 \$5,000.00 \$1.00 \$63.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00 \$130,000.00 \$25,000.00 \$15,120.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00 \$4,500.00 \$1.00 \$25.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00 \$117,000.00 \$25,000.00 \$4,300.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00 \$1.00 \$48.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00 \$170,898.00 \$11,520.00 \$10,836.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00 \$5,000.00 \$1.00 \$35.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00 \$130,000.00 \$25,000.00 \$8400.00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAYEMENT SEMOVAL & REPLACEMENT COMENSATION CONCRETE CLIRE & GUTTER REMOVAL INSERTION VALVES, 8* WATER SERVICE LINE, 1* (SHORT) WATER SERVICE LINE, 1* (LONG) CASH ALLOWANCE SUMP LINE TEMPORARY ACCESS FRAME AND LID TO BE ADJUSTED (SPECIAL)	EACH SQ YD SQ YD FOOT EACH EACH UNITS FOOT EACH	1,948 702 2,351 1 26 26 25,000 240 43	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00 \$5,000.00 \$1.00 \$63.00 \$350.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00 \$130,000.00 \$25,000.00 \$15,120.00 \$15,000.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00 \$4,500.00 \$1.00 \$25.00 \$100.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00 \$117,000.00 \$25,000.00 \$4,000.00 \$4,000.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00 \$1.00 \$48.00 \$252.00 \$2,086.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00 \$170,898.00 \$11,520.00 \$10,336.00 \$22,066.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00 \$5,000.00 \$1.00 \$35.00 \$1,000.00	\$105,300,00 \$164,570,00 \$15,600,00 \$83,200,00 \$130,000,00 \$25,000,00 \$43,000,00 \$700,00
	STORM STRUCTURES TO BE ADJUSTED PARKWAY RESTORATION - SODDING PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAYEMENT SEMOVAL & REPLACEMENT COMENSATION CONCRETE CLIRE & GUTTER REMOVAL INSERTION VALVES, 8* WATER SERVICE LINE, 1* (SHORT) WATER SERVICE LINE, 1* (LONG) CASH ALLOWANCE SUMP LINE TEMPORARY ACCESS	EACH SQ YD SQ YD FOOT EACH EACH UNITS FOOT EACH	1,948 702 2,351 1 26 26 25,000 240 43	\$24.00 \$92.83 \$49.95 \$15,000.00 \$3,000.00 \$5,000.00 \$1.00 \$63.00	\$46,752.00 \$65,166.66 \$117,432.45 \$15,000.00 \$78,000.00 \$130,000.00 \$25,000.00 \$15,120.00	\$20.00 \$135.00 \$50.00 \$9,500.00 \$3,350.00 \$4,500.00 \$1.00 \$25.00	\$38,960.00 \$94,770.00 \$117,550.00 \$9,500.00 \$87,100.00 \$117,000.00 \$25,000.00 \$4,300.00	\$19.00 \$107.00 \$48.00 \$12,211.00 \$3,255.00 \$6,573.00 \$1.00 \$48.00	\$37,012.00 \$75,114.00 \$112,848.00 \$12,211.00 \$84,630.00 \$170,898.00 \$11,520.00 \$10,836.00	\$150.00 \$70.00 \$15,600.00 \$3,200.00 \$5,000.00 \$1.00 \$35.00	\$105,300.00 \$164,570.00 \$15,600.00 \$83,200.00 \$130,000.00 \$25,000.00 \$8400.00

\$2,042,434.08 \$10,000.00
ench backfill cost total was off by the amount above from total read

BID TAB RETURN WITH BID

LTERNATE 1 FO	OR OAKLAND AVENUE				J.RUSS AND COMPANY INC		SCANLON EXCAVATING & CONCRETE		M&J UNDERGROUND INC	C.	Sheridan Plumbing & Sewer Inc.
ITEM NO.	PAY ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST	UNIT PRICE	TOTAL BID COST
20101200	TREE ROOT PRUNING	EACH	1	\$244.00	\$244.00	\$100.00	\$100.00	\$189.00	\$189.00	\$450.00	\$450.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	255	\$55.00	\$14,025.00	\$75.00	\$19,125.00	\$54.00	\$13,770.00	\$62.50	\$15,937.50
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	760	\$3.00	\$2,280.00	\$5.00	\$3,800.00	\$6.00	\$4,560.00	\$1.00	\$760.00
28000510	INLET FILTERS	EACH	26	\$200.00	\$5,200.00	\$150.00	\$3,900.00	\$195.00	\$5,070.00	\$200.00	\$5,200.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	255	\$54.00	\$13,770.00	\$65.00	\$16,575.00	\$103.00	\$26,265.00	\$150.00	\$38,250.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	8	\$50.00	\$400.00	\$30.00	\$240.00	\$105.00	\$840.00	\$35.00	\$280.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	18	\$0.01	\$0.18	\$0.01	\$0.18	\$0.01	\$0.18	\$0.01	\$0.18
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5,209	\$0.01	\$52.09	\$0.01	\$52.09	\$0.01	\$52.09	\$0.01	\$52.09
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	156	\$0.01	\$1.56	\$20.00	\$3,120.00	\$0.01	\$1.56	\$23.00	\$3,588.00
40602978	HOT-MIX ASPHALT BINDER COURSE, IL- 9.5, N50	TON	1	\$1,077.41	\$1,077.41	\$500.00	\$500.00	\$526.00	\$526.00	\$400.00	\$400.00
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-	TON	430	\$105.59	\$45,403.70	\$120.00	\$51,600.00	\$116.00	\$49,880.00	\$140.00	\$60,200.00
40604060	4.75, N50 HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	649	\$89.42	\$58,033.58	\$100.00	\$64,900.00	\$96.00	\$62,304.00	\$132.25	\$85,830.25
42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	0	\$0.00	\$0.00	\$500.00	\$500.00	\$0.00	\$0.00	\$350.00	\$0.00
42400800	DETECTABLE WARNINGS	SQ FT	50	\$43.10	\$2,155.00	\$30.00	\$1,500.00	\$19.00	\$950.00	\$30.00	\$1,500.00
44000100	PAVEMENT REMOVAL	SQ YD	768	\$11.00	\$8,448.00	\$15.00	\$11,520.00	\$10.25	\$7,872.00	\$35.00	\$26,880.00
44000159	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/2"	SQ YD	7,575	\$3.30	\$24,997.50	\$4.25	\$32,193.75	\$4.00	\$30,300.00	\$5.75	\$43,556.25
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	763	\$73.69	\$56,225.47	\$65.00	\$49,595.00	\$70.00	\$53,410.00	\$63.25	\$48,259.75
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	140	\$5.39	\$754.60	\$10.00	\$1,400.00	\$3.00	\$420.00	\$10.00	\$1,400.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	128	\$16.16	\$2,068.48	\$20.00	\$2,560.00	\$12.00	\$1,536.00	\$20.00	\$2,560.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	7	\$1,500.00	\$10,500.00	\$700.00	\$4,900.00	\$1,012.00	\$7,084.00	\$800.00	\$5,600.00
Z0018400	STORM STRUCTURES TO BE ADJUSTED	EACH	1	\$2,000.00	\$2,000.00	\$550.00	\$550.00	\$765.00	\$765.00	\$500.00	\$500.00
	PARKWAY RESTORATION - SODDING	SQ YD	269	\$24.00	\$6,456.00	\$25.00	\$6,725.00	\$19.00	\$5,111.00	\$25.00	\$6,725.00
	PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQ YD	247	\$91.58	\$22,620.26	\$140.00	\$34,580.00	\$114.00	\$28,158.00	\$150.00	\$37,050.00
	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	1,165	\$49.04	\$57,131.60	\$42.00	\$48,930.00	\$50.00	\$58,250.00	\$75.00	\$87,375.00
	CASH ALLOWANCE	UNITS	7,000	\$1.00	\$0.00	\$7,000.00	\$7,000.00	\$0.00	\$0.00	\$0.00	\$0.00
	TEMPORARY ACCESS	EACH	5	\$300.00	\$1,500.00	\$500.00	\$2,500.00	\$303.00	\$1,515.00	\$1,000.00	\$5,000.00
	FRAME AND LID TO BE ADJUSTED (SPECIAL)	EACH	11	\$1,200.00	\$13,200.00	\$550.00	\$6,050.00	\$2,086.00	\$22,946.00	\$700.00	\$7,700.00
	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	1,449	\$17.24	\$24,980.76	\$14.00	\$20,286.00	\$16.00	\$23,184.00	\$19.25	\$27,893.25
	BRICK PAVER REMOVAL AND REINSTALLATION, SPECIAL	SQ FT	54	\$20.00	\$1,080.00	\$50.00	\$2,700.00	\$53.00	\$2,862.00	\$50.00	\$2,700.00
			1		\$374,605.19	Scanlon Total \$396,902.02 \$500.00 Difference	\$397,402.02		\$407,820.83		\$515,647.27
ГОТАL					\$2,289,253.30	calced amount	\$2,449,836.10		\$2,527,968.46	1	\$3,160,907.60

Russ did not include allowance Sheridan did not include allowance Read amount \$ 2,439,336.10 MJ did not include allowance

Scanlon add \$500 in the bid tab but did not add to the total they also add the cash allowance



Agenda Memo

Crest Hill, IL

Meeting Date: May 12, 2022

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Award the contract to Scanlon Excavating, Inc. in the amount of \$2,449,836.10 for

the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction

Improvement.

Resolution approving an Agreement for Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies of Illinois, Ltd. for an amount of \$193,319.00.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement from Pasadena to Ludwig.

The city solicited bids through IDOT's construction bulletin and the local newspaper looking for qualified contractors. A total of five (5) local prequalified contractors picked up bids and four (4) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Thursday, April 30, 2025. Bids were opened and read aloud on Thursday, April 30, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Re	<u>sults</u>	<u>Base</u>	<u>Alt</u>	<u>Total</u>
1.	J Russ & Company	\$1,914,648.11	\$374,605.19	\$2,289,253.30
2.	Scanlon Excavating, Inc.	\$2,042,434.08	\$396,602.02	\$2,449,836.10 (Corrected)
3.	MJ Underground.	\$2,120,147.63	\$407,820.83	\$2,527,968.46
4.	Sheridan Plumbing	\$2,645,260.33	\$515,647.27	\$3,160,907.60

The apparent low bid was J Russ & Company however they were disqualified because they were not in good standing or currently register with SAM.gov as required by the contract documents due to the use of Will County CDBG funds.

The next lowest bidder was Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02. Scanlon Excavated did not include their proof of good standing with SAM.gov with their bid, but it was verified by city staff that at the time of the bid they were in good standing.

In discussions this with will county, this was considered a minor technical error and per Section 2.7 of the city's general covenants, the city reserves the right to reject any or all proposals or to waive such technical errors as may be deemed best for the interests of the City. Scanlon Excavating was requested and did provide proof of good standing with SAM.gov at the time of the bid. Their bid was then reviewed with no major errors found and I feel that the bids do reflect the market as it exists today

We recommend the award of the contract for the construction of the Oakland Avenue, Phase 1 Water Main Improvement Project to Scanlon Excavating Inc. with a base bid of \$2,042,434.08 and an Alternate bid \$396,902.02.

V3 Companies of Illinois, Ltd. will be performing construction inspection on this project. Some of the items they will be doing will be documenting the work is being completed according to the plans, reviewing shop drawing, pay requests review, attending field meetings and performing preliminary layout of the lighting equipment, inspection for bid document compliance and material testing through Seeco, Inc.

Recommended Council Action: Award the contract to Scanlon Excavating, Inc. in the amount of \$2,449,836.10 for the Phase 1-Oakland Avenue Water Main Replacement and Road Reconstruction Improvement.

Resolution approving an Agreement for Circle and Green Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and V3 Companies of Illinois, Ltd. for an amount of \$193,319.00.

Financial Impact:

Funding Source: Water Fund and Capital Projects Fund

Budgeted Amount: \$2,600,000.00 (WF) and \$1,300,000.00 (Cap Fund)

Cost: \$2,643,155.10 [\$2,246,253.08 (WF) & \$396,902.02 (Cap-Fund)]

Attachments:

L230652-Ron W-Award Recommendation Letter-2025 0506.pdf

Bid Tab-Oakland Phase 1-Base & Alt

Resolution-CE Services Phase 1 Oakland Ave.

V3 proposal for Oakland Ave watermain 225 0507.pdf

RESOLUTION NO.	

A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT FOR OAKLAND AVENUE-PHASE 1 WATER MAIN REPLACEMENT AND ROAD RECONSTRUCTION IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND V3 COMPANIES OF ILLINOIS, LTD

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

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

WHEREASECS V3 Companies of Illinois, Ltd. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Oakland Avenue-Phase 1 Water Main Replacement and Road Reconstruction Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Green and Circle Street Water Main Replacement and Road Reconstruction Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as <u>Exhibit A</u> 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 statuary authority, as follows:

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$193,319.00 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 herby 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 19TH DAY MAY, 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 19th DAY OF MA	Y 2025.			
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay-Hall, City Clerk		_		

EXHIBIT A



May 7, 2025

Mr. Ron Wiedeman City Engineer City of Crest Hill 2090 Oakland Ave Crest Hill, Illinois 60403

Re: Resident Engineering Services for Watermain Replacement for Oakland Ave from Ludwig Ave to

Pasadena Ave

Dear Mr. Wiedeman

On behalf of V3 Companies, we are pleased to submit this agreement for Resident Engineering services for various improvements along Oakland Ave. If you find this proposal to be acceptable, the executed copies of this letter, which set forth the contractual elements of this agreement, will constitute an agreement between City of Crest Hill and V3 Companies (V3) for services on this project.

Project Understanding

It is our understanding that the City of Crest Hill is requesting Resident Engineering services for plans and specifications previously developed by V3 for watermain replacement, pavement rehabilitation, curb replacement, and driveway apron replacement on Oakland Ave from Ludwig Ave to Pasadena Ave. The scope of work has been attached as well as the CECS forms detailing the work that will be included within this contract. In addition, direct expenses have been included for vehicle usage on the CECS forms.

Compensation

V3 shall be paid the following fees for services rendered:

<u>Service</u>	<u>Fee</u>		
I. Resident Engineering Services	\$193,319	(Not to exceed)	
Total Project Cost	\$193,319	(Not to Exceed)	

Page 2 of 2 Mr. Ron Wiedeman City of Crest Hill May 7, 2025



We appreciate the opportunity to present this proposal and look forward to working with the City of Crest Hill on this project.

V3 COMPANIES	CITY OF CREST HILL
Kurt Corrigan, P.E.	BY:
Vice President of Municipal Services	TITLE:
	DATE:

Item 7.

PHASE III CONSTRUCTION ENGINEERING

To ensure that the City's expectations are met during construction we have broken down our approach to project management into two phases and the anticipated scope of work within each phase:

CONSTRUCTION PHASE

Once construction has begun, we will provide the following services:

- Review and process shop drawings / submittals.
- Provide full time Resident Engineering services to perform on-site inspections and ensure completion of the work in accordance with contract documents.
- Measure and document all quantities per IDOT/FHWA requirements.
- Work with Will County CDBG grant paperwork
- Maintain project diary, quantity book, inspector daily reports and weekly reports throughout construction.
- Provide digital construction progress photos documenting the progress of constructed work.
- Prepare and submit pay estimates, bi-monthly.
- Coordinate and conduct weekly progress status meetings with all interested parties.
- Prepare and distribute meeting minutes to all attending parties.
- Monitor and update material certifications.
- Perform, through a subconsultant, material testing for concrete, asphalt, subgrade compaction and aggregates.
- Monitor quality control and quality assurance material testing results.
- Perform inspections of erosion and sediment control measures and document in accordance with NPDES guidelines.
- Provide communication on behalf of the city to any residents regarding the scope or schedule of construction related activities. Provide follow up discussions with notified parties to ensure proper resolution was achieved.
- Be the point of contact with City during the construction.

FINAL CLOSE-OUT PHASE

We will provide the following services during the final close-out phase:

- Make final measurements of all pay items.
- Provide final calculations of all pay items.
- Obtain backup documentation required for final payment.
- Continually prepare and monitor the completion of the punch list.
- Prepare and submit the final pay request.
- Conduct final inspection of the contractor's work.



COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

EXHIBIT E

Local Public Agency	County	Section Number
City of Crest Hill	Will	
	<u> </u>	
Consultant (Firm) Name	Prepared By	Date

PAYROLL ESCALATION TABLE

CONTRACT TERM START DATE RAISE DATE	6/1/2025	MONTHS	OVERHEAD RATE COMPLEXITY FACTOR % OF RAISE	0
END DATE	1/31/2026			

ESCALATION PER YEAR

				% of
Year	First Date	Last Date	Months	Contract
0	6/1/2025	6/2/2025	0	0.00%
1	6/3/2025	2/2/2026	8	102.00%

Item 7.

Local Public Agency	County	Section Number
City of Crest Hill	Will	

MAXIMUM PAYROLL RATE ESCALATION FACTOR 2.00%

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

	IDOT	
CLASSIFICATION	PAYROLL RATES	CALCULATED RATE
	ON FILE	
Administration	\$27.71	\$28.26
Senoir Project Manager	\$79.11	\$80.69
Senior Consturction Technician	\$53.26	\$54.33
Resident Construction Engineer I	\$40.80	\$41.62

Printed 5/7/2025 9:52 AM Page 2 of 11

Local Public Agency	County	Section Number
City of Crest Hill	Will	

SUBCONSULTANTS

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

NAME	Direct Labor Total	Contribution to Prime Consultant
	0.00	

Total 0.00

0.00 BLR 05514 (Rev. 04/30 Subconsulta 74

Local	Public	Agency

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Section Number Item

City of Crest Hill

COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

OVERHEAD RATE

159.00%

COMPLEXITY FACTOR

0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
CONSTRUCTION PHASE	1400	58,769	93,443	4,000	19,394		175,606	90.84%
FINAL CLOSE-OUT PHASE	95	4,276	6,799		1,411		12,486	6.46%
AS-BUILTS	40	1,790	2,846		591		5,227	2.70%
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Subconsultant DL					0		-	
TOTALS	1535	64,835	103,088	4,000	21,396	-	193,319	100.00%

Local Pu	blic A	\gency
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ity of Crest Hill	

County	
Will	

Section Number	Item 7.

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL								=::	0.005.015										
PATROLL		TOTAL PRO		100		TRUCTION P			CLOSE-OUT			AS-BUILTS			l 0/	144.4.1		I 0/	
CLASSIFICATION	HOURLY	Hours	% Dt	Wgtd	Hours	% Dt	Wgtd	Hours	% Dt	Wgtd	Hours	%	Wgtd	Hours	% Dt	Wgtd	Hours	% Dt	Wgtd
	RATES		Part.	Avg	- 10	Part.	Avg		Part.	Avg	40	Part.	Avg		Part.	Avg		Part.	Avg
Administration	28.26	20.0	1.30%	0.37	10	0.71%	0.20				10	25.00%	7.07						
Senoir Project Manager	80.69	15.0	0.98%	0.79	5	0.36%	0.29	5	5.26%	4.25	5	12.50%	10.09						
Senior Consturction Technician	54.33	50.0	3.26%	1.77	35	2.50%	1.36	10	10.53%	5.72	5	12.50%	6.79						
Resident Construction Engineer I	41.62	1,450.0	94.46%	39.31	1350	96.43%	40.13	80	84.21%	35.05	20	50.00%	20.81						
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TOTALS		1535.0	100%	\$42.24	1400.0	100.00%	\$41.98	95.0	100%	\$45.01	40.0	100%	\$44.75	0.0	0%	\$0.00	0.0	0%	\$0.00



V3 COMPANIES GENERAL TERMS AND CONDITIONS

1. CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the services of CONSULTANT.

- a. Provide all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, borings, probings and subsurface explorations, hydrographic surveys, laboratory tests, environmental assessment and impact statements, property, boundary, easement, right-of-way, topographic and utility surveys, property and legal descriptions, zoning, deed and other land use restrictions; all of which CONSULTANT may use and rely upon in performing services under this Agreement.
- b. Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.
- c. Give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or non-conformance in the work of any Contractor.

2. CONSULTANT'S RESPONSIBILITIES

CONSULTANT will render engineering and/or other Professional Services in accordance with generally accepted and currently recognized practices and principles and in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality. CONSULTANT makes no warranty, either expressed or implied, with respect to its services.

- a. 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 CONSULTANT 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, other than its own activities or own subcontractors in the performance of the work described in this agreement. Nor shall the CONSULTANT 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 CONSULTANT.
- b. CLIENT reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and CONSULTANT and CLIENT shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.
- c. The CONSULTANT will be responsible for correctly laying out the design data shown on the contract documents where construction staking services are a part of this Agreement. The CONSULTANT is not responsible for, and CLIENT agrees herewith to hold CONSULTANT harmless from any and all errors which may be contained within the Contract Documents. It is expressly understood that the uncovering of errors in the plans and specifications is not the responsibility of the CONSULTANT and any and all costs associated with such errors shall be borne by others.

3. TERMS OF PAYMENT

CONSULTANT shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred, based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period. CLIENT shall make prompt monthly payments in response to CONSULTANT's monthly statements.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT's statement therefore, the past amounts due CONSULTANT will be increased at the rate of 1.5% per month from said thirtieth day. CONSULTANT may after giving seven days written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges including all costs of collection (including reasonable attorneys' fees). CONSULTANT shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension.

4. SUSPENSION OF SERVICES

CLIENT may, at any time, by written order to CONSULTANT require CONSULTANT to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. CLIENT, however, shall pay all costs associated with the suspension. If the project resumes after being suspended 30 days or more, the contract fee may be re-negotiated to reflect costs of delay, start-up, and other costs.

5. TERMINATION

This Agreement may be terminated by either party upon fourteen (14) 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 CONSULTANT before the termination date shall be reimbursed by CLIENT.

6. ATTORNEY'S FEES

In the event of any dispute that leads to litigation arising from or related to the services provided under this agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees and other related expenses. Prevailing party is the party who recovers at least 75% of its total claims in the action or who is required to pay no more than 25% of the other party's total claims in the action when considered in the totality of claims and counterclaims, if any. In claims for money damages, the total amount of recoverable attorney's fees and costs shall not exceed the net monetary award of the prevailing party.

7. REUSE OF DOCUMENTS

All documents including but not limited to Reports, Drawings and Specifications prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. Upon payment to CONSULTANT for services performed, CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and CLIENT shall indemnify, defend, and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants from all claims, damages, losses and expenses including reasonable attorney's fees and costs of defense arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

8. INSURANCE

Upon CLIENT request the CONSULTANT shall provide the CLIENT with certificates of insurance evidencing all coverages held by the CONSULTANT.

In order that the CLIENT and the CONSULTANT may be fully protected against claims, the CLIENT agrees to secure from all CONTRACTORS and SUBCONTRACTORS working directly or indirectly on the project, prior to the commencement of work of any kind, a separate policy of insurance covering public liability, death and property damage naming the CLIENT and the CONSULTANT and their officers, employees and agents as additional insureds, and that said CONTRACTOR and SUBCONTRACTORS shall maintain such insurance in effect and bear all costs for the same until completion or acceptance of the work. Certificates of said insurance shall be delivered to the CLIENT and to the CONSULTANT as evidence of compliance with this provision. However, the lack of acknowledgment and follow-up by CONSULTANT regarding the receipt of said certificates does not waive CLIENT's and CONTRACTOR's obligation to provide said certificates.

9. DIGITAL TRANSMISSIONS.

The parties agree that each may rely, without investigation, upon the genuineness and authenticity of any document, including any signature or purported signature, transmitted digitally, without reviewing or requiring receipt of the original document. Each document or signature so transmitted shall be deemed an enforceable original. Upon request, the transmitting party agrees to provide the receiving party with the original document transmitted digitally; however, the parties agree that the failure of either party to comply with such a request shall in no way affect the genuineness, authenticity or enforceability of the document. Each party waives and relinquishes as a defense to the formation or enforceability of any contract between the parties, or provision thereof the fact that a digital transmission was used.

10. CERTIFICATIONS, GUARANTEES AND WARRANTIES

CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence the CONSULTANT cannot ascertain. CLIENT also agrees not to make resolution of any dispute with CONSULTANT or payment of any amount due to the CONSULTANT in any way contingent upon the CONSULTANT signing any such certification.

11. INDEMNIFICATION

CONSULTANT agrees to the fullest extent permitted by law, to indemnify and hold CLIENT harmless from loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused by CONSULTANT's, or its employees' negligent acts, errors or omissions in the performance of professional services under this Agreement.

CLIENT agrees to the fullest extent permitted by law, to indemnify and hold CONSULTANT harmless from any loss, cost (including reasonable attorney's fees and costs of defense) or expense for property damage and bodily injury, including death, caused solely by CLIENT's, its agents or employees, negligent acts, errors or omissions in the performance of professional services under this Agreement

• If the negligence or willful misconduct of both the CONSULTANT and CLIENT (or a person identified above for whom each is liable) is a cause of such damage or injury, the loss, cost, or expense shall be shared between CONSULTANT and CLIENT in proportion to their relative degrees of negligence acts, errors or omissions and the right of indemnity shall apply for such proportion. Section 11 in no way will limit the City's ability to assert any defenses to liability pursuant to the Local Government and Governmental Employees Tort Immunity Act 745 ILCS 10/1-101 et. seq.;

12. 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.

13. LIMITATION OF LIABILITY

CLIENT and CONSULTANT have discussed the risks, rewards, and benefits of the project and the CONSULTANT's total fee for services. Risks have been allocated such that the CLIENT agrees that, to the fullest extent permitted by law, the CONSULTANT's total liability to the CLIENT for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this agreement from any cause or causes shall not exceed the total amounts of liability or other insurance coverage available to CONSULTANT. Such causes include but are not limited to the CONSULTANT's negligence, errors, omissions, strict liability, or breach of contract.

14. HAZARDOUS MATERIALS

The Consultant, its principals, employees, agents or consultants shall perform no services relating to the investigation, detection, abatement, replacement, discharge, or removal of any toxic or hazardous contaminants or materials on this project. The Owner acknowledges that, with regard to this Agreement, the CONSULTANT has no professional liability (errors and omissions) or other insurance for claims arising out of the performance or failure to perform professional services related to the investigation, detection, abatement, replacement, discharge or removal of products, materials or processes containing asbestos or any other toxic or hazardous contaminants or materials ("Hazardous Materials"). Those services are not included in the scope of this Agreement.

15. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Illinois.



Agenda Memo

Crest Hill, IL

Meeting Date: May 12, 2025

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Ordinance amending Section 10-01-10-501-size restrictions Eastbound McGilvray Dr.

Summary: Staff have been working with the Will County Department of Highways to finalize plans to relocate the existing traffic signals from Ryan Dr. to McGilvray Dr. As part of this process existing geometry was reviewed and will now need modification at each intersection to address the changing traffic flow and to meet current policy for a strategic route arterial of which Weber Rd is classified.

One of the requirements that must be met or have a variance provided by the county is the type of vehicle used to design the turning radius at each intersection. The specified vehicle is a WB-65 (full size interstate semi and trailer). When this size vehicle is used at the McGilvray Dr. intersection for trucks making a northbound to eastbound movement using existing conditions, the truck will encroach on other lanes and drive behind the existing curb and gutter in the grass to make this turning movement. This is not desirous and very unsafe.

In order to allow the safe movement for this size truck, the existing intersection of McGilvray Dr. would need to be widened. This widening will require the relocation of existing ComEd facilities which include not only ComEd, but AT&T and Comcast and the purchase of additional right of way. Besides the costs of the right of way, the city could be responsible for the cost of relocating the existing utilities. The cost of these relocations would be in hundreds of thousands of dollars.

In order to mitigate the work required to allow this size vehicle the County was approached to see if they would approve a design that would restrict all vehicles larger than a box truck from northbound Weber Rd to eastbound McGilvery Dr. Any trucks that would need to service the existing shopping center located between McGilvray and Ryan would need to use the Ryan Dr. intersection.

The County will agree to process a design variance if the city restricts large trucks from going eastbound on McGilvray. This would force all larger truck traffic to use the Ryan Intersections and more closely match existing traffic flow conditions.

This is being brought to the city council to make sure all parties are in agreement with this request. If this is acceptable to the council, then the bid documents and final design plans will be prepared based on this discussion.

Prior to construction this will be brought back to the city council for final approval.

Recommended Council Action: Ordinance amending Section 10-01-10-501-size restrictions Eastbound McGilvray Dr.

Financial Impact:

Funding Source: n/a
Budgeted Amount: n/a

Cost: n/a

Attachments:

Draft Ord. amd. 10.01.10-501-size restriction (McGilvray Dr.) 4-7-2025

Workshop Exhibits

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 10.01.10-501 (RESTRICTED TRUCK TRAFFIC – DESIGNATED STREETS) OF DIVISION V (SPECIAL WEIGHT LIMITS), ARTICLE 10 (SPECIAL PROVISIONS PERTAINING TO THE CITY OF CREST HILL), CHAPTER 10.01 (CREST HILL VEHICLE CODE), TITLE 10 (VEHICLES AND TRAFFIC) OF THE CITY OF CREST HILL CODE OF ORDINANCES

WHEREAS, the City Council of the City of Crest Hill has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs and protect the public health, safety, and welfare of its citizens, including but not limited to police powers; and

WHEREAS, Sections 11-1-1 and 11-60-2 of the Illinois Municipal Code authorize the Corporate Authorities to pass and enforce all necessary police ordinances and may define, prevent and abate nuisances (65 ILCS 5/11-1-1 and 65 ILCS 5/11-60-2); and through adoption of the Illinois Vehicle Code, the Corporate authorities are authorized to regulate public safety through the adoption of Ordinances related to police powers, traffic and vehicle regulation, including the adoption of Ordinances regulating truck traffic and parking within the City; and

WHEREAS, the Corporate Authorities of the City have done so by enacting the Crest Hill Vehicle Code as Title 10, Chapter 10.01 of the Crest Hill Code of Ordinances; and

WHEREAS, the Corporate Authorities of the City have determined to replace the traffic signal at Weber Road and Ryan Drive in the City of Crest Hill and relocate that traffic signal to the intersection of Weber Road and McGilvray Drive in the City of Crest Hill; and

WHEREAS, the relocation of the aforementioned traffic signal will require cooperation from and an Intergovernmental Agreement (IGA) with the County of Will; and

WHEREAS, the City Engineer and the County of Will have determined that the current configuration of the intersection of Weber Road and McGilvray with the proposed engineering geometry for the relocation of the traffic signal will be insufficient to handle certain sized vehicles without widening the intersection and relocating existing utilities at the City's expense; and

WHEREAS, the City does not have the budgeted or available funds for widening the intersection and relocating utilities; and

WHEREAS, the current plan to relocate the traffic signal from Ryan Drive to McGilvray Drive is to make that location safer for the motoring public; and

WHEREAS, the Corporate Authorities of the City have determined that it is therefore necessary, expedient, and in the best interests of the City and its citizens to amend Section 10.01.10-501 of the Crest Hill Vehicle Code as set forth in this Ordinance.

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: Section 10.01.10-501 (Special Weight Limits) of the Crest Hill Code is hereby repeal in its entirety and replaced with the following:

DIVISION V. SPECIAL WEIGHT AND SIZE LIMITS

§ 10.01.10-501. RESTRICTED TRUCK TRAFFIC – DESIGNATED STREETS.

Weight and/or size limitations are ineffective until signs giving notice thereof are erected upon all the streets named in § 10-501 and at such places to be selected by the City Council.

- (A) It is unlawful for any person to operate a motor vehicle and trailer, the weight of which shall exceed eight tons, on those parts of Caton Farm Road lying in Sections 29, 30, 31 and 32 of Lockport Township situated within the City of Crest Hill.
- (B) It is unlawful for persons to operate commercial motor vehicles with a combined weight (vehicle and load) over eight tons upon the following streets in Crest Hill:
 - (1) On Cedarwood Drive from Theodore Street to Ingalls Avenue;
 - (C) A Class II truck route corridor is hereby established along the following streets:
 - (1) Pasadena Avenue to Center Street;
 - (2) North on Center Street from Pasadena Avenue;
 - (3) Raynor Avenue from Oakland Avenue South to Elsie Avenue;
 - (4) Brian Drive;
 - (5) Sak Drive;
 - (6) Caton Farm Road from Illinois Route 53 to Oakland Avenue;
 - (7) Division Street from Weber Road west to Gaylord Road.

- (D) Trucks of any legal size may use the truck route corridor, but it is unlawful for a commercial vehicle to use streets not designated as truck tour corridors, except that Route 7, State Route 53, and U.S. Route 30 will remain accessible to all legal types, sizes, and weights of vehicular traffic as regulated by the Illinois Motor Vehicle Code.
- (E) Signs indicating "no commercial vehicles allowed" shall be posted to establish the following areas restricted to commercial vehicles:
 - (1) Hickory Street north of Theodore Street;
 - (2) Cora Street north of Theodore Street;
 - (3) Center Street north of Theodore Street to the southern edge of Pasadena Avenue;
 - (4) Dearborn Street north of Theodore Street;
 - (5) Hoffman Street north of Theodore Street;
 - (6) Nicholson Street north of Theodore Street;
 - (7) Highland Street north of Theodore Street;
 - (8) Clement Street north of Theodore Street;
 - (9) Oakland Avenue north of Theodore Street to the southerly edge of Pasadena Avenue;
 - (10) Wilcox Street north of Theodore Street;
 - (11) Kelly Avenue north of Theodore Street;
 - (12) Raynor Avenue north of Theodore Street to the southerly edge of Elsie Avenue;
 - (13) Birkey Avenue;
 - (14) Pasadena Avenue from Hawthorne to Oakland Avenue;
 - (15) Chaney Avenue west of State Route 53;
 - (16) Elsie Avenue west of State Route 53;

- (17) Rose Avenue west of State Route 53;
- (18) Ludwig Avenue west of State Route 53;
- (19) Stern Avenue west of State Route 53;
- (20) Hill Crest Heights;
- (21) Crestwood Estates;
- (22) Caton Farm Road from Weber Road to U.S. Route 30;
- (23) Gaylord Road from U.S. Route 30 to Theodore Street;
- (24) Kubinski Drive;
- (25) Patrick Drive east of the lot identified as PIN # 11-04-29-301-002-0000.

(F)

- 1) Trucks with dimensions equal to or greater than WB-50 as defined in Section 6.2.3 of Chapter 6 of the 2024 Will County Technical Reference Manual are restricted from traveling east on McGilvray Drive from Weber Road to Borio Drive.
- 2) Trucks with dimensions equal to or greater than WB-50 as defined in Section 6.2.3 of Chapter 6 of the 2024 Will County Technical Reference Manual are permitted to travel west on McGilvray Drive only from the driveway located 300 feet east of the easternmost edge of Weber Road.

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.

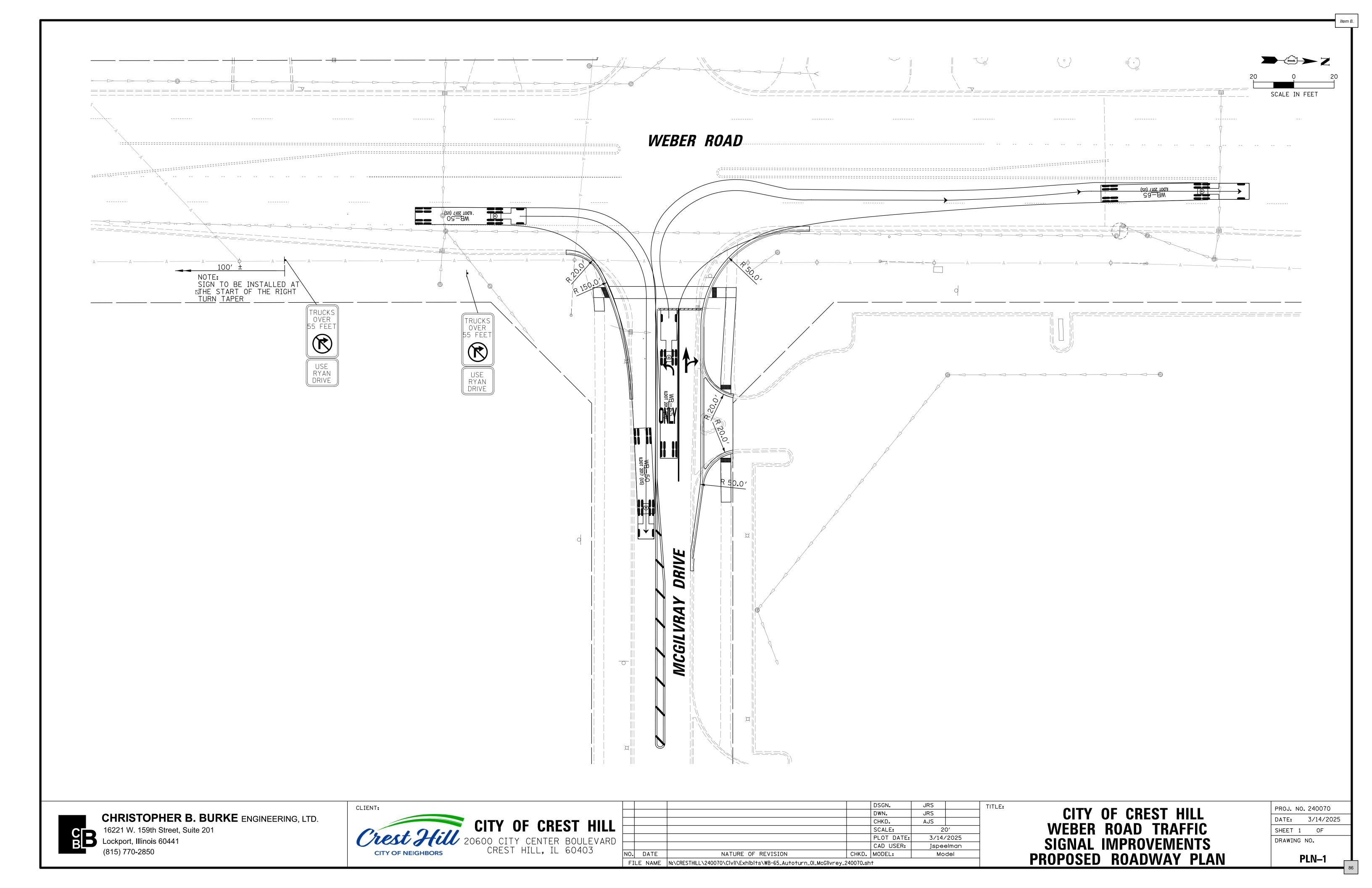
SECTION 4: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

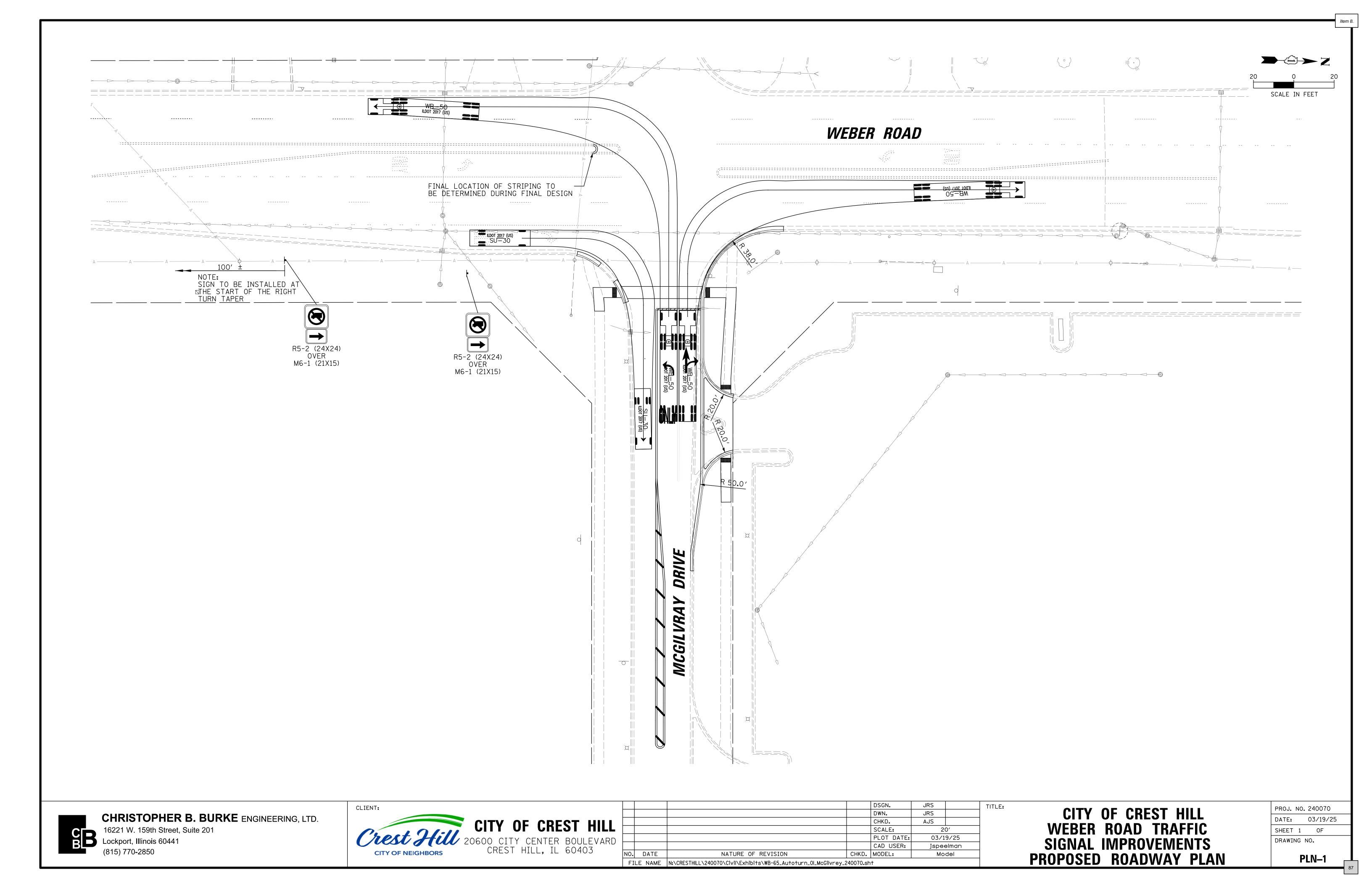
SECTION 5: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

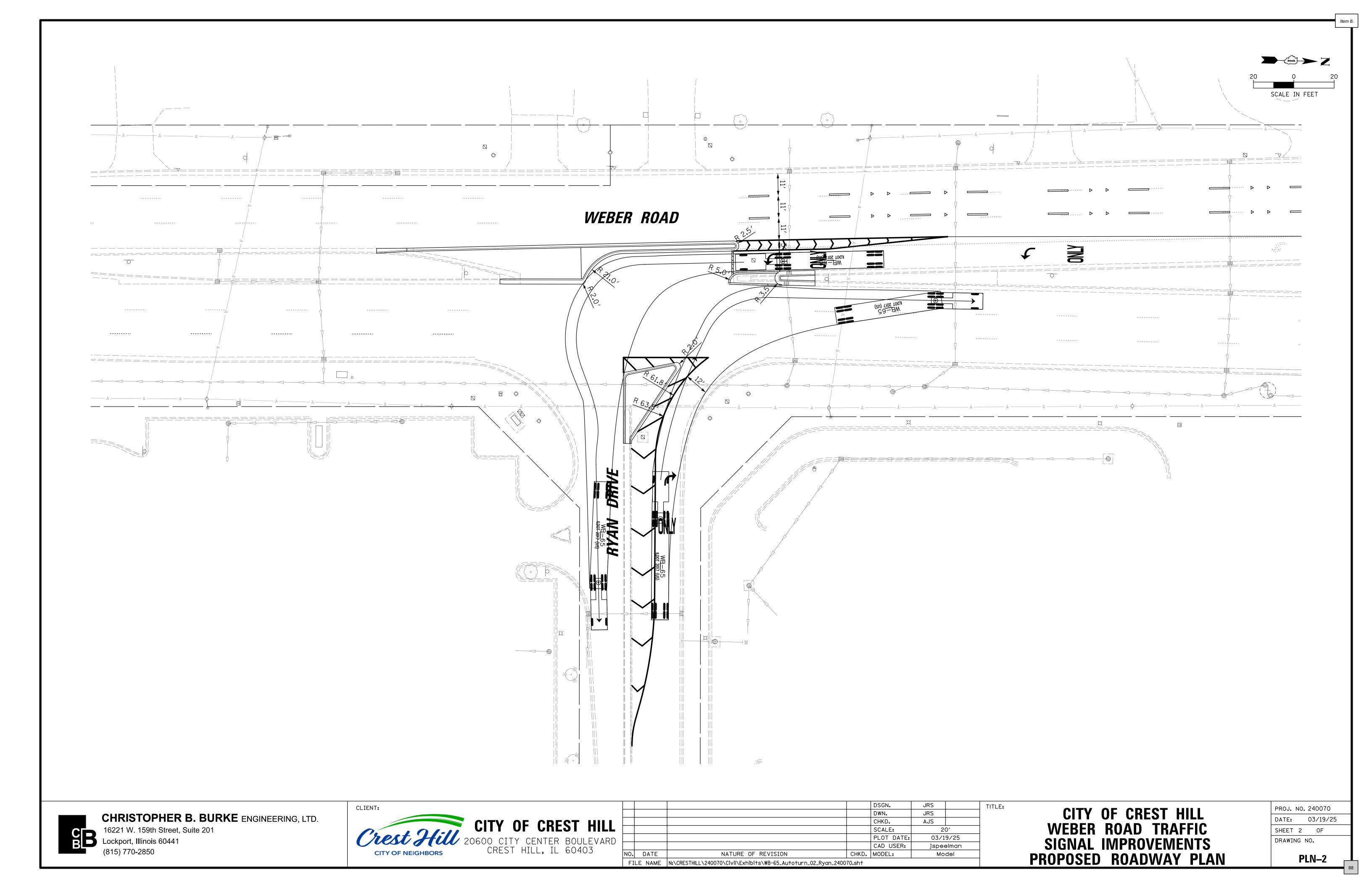
SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

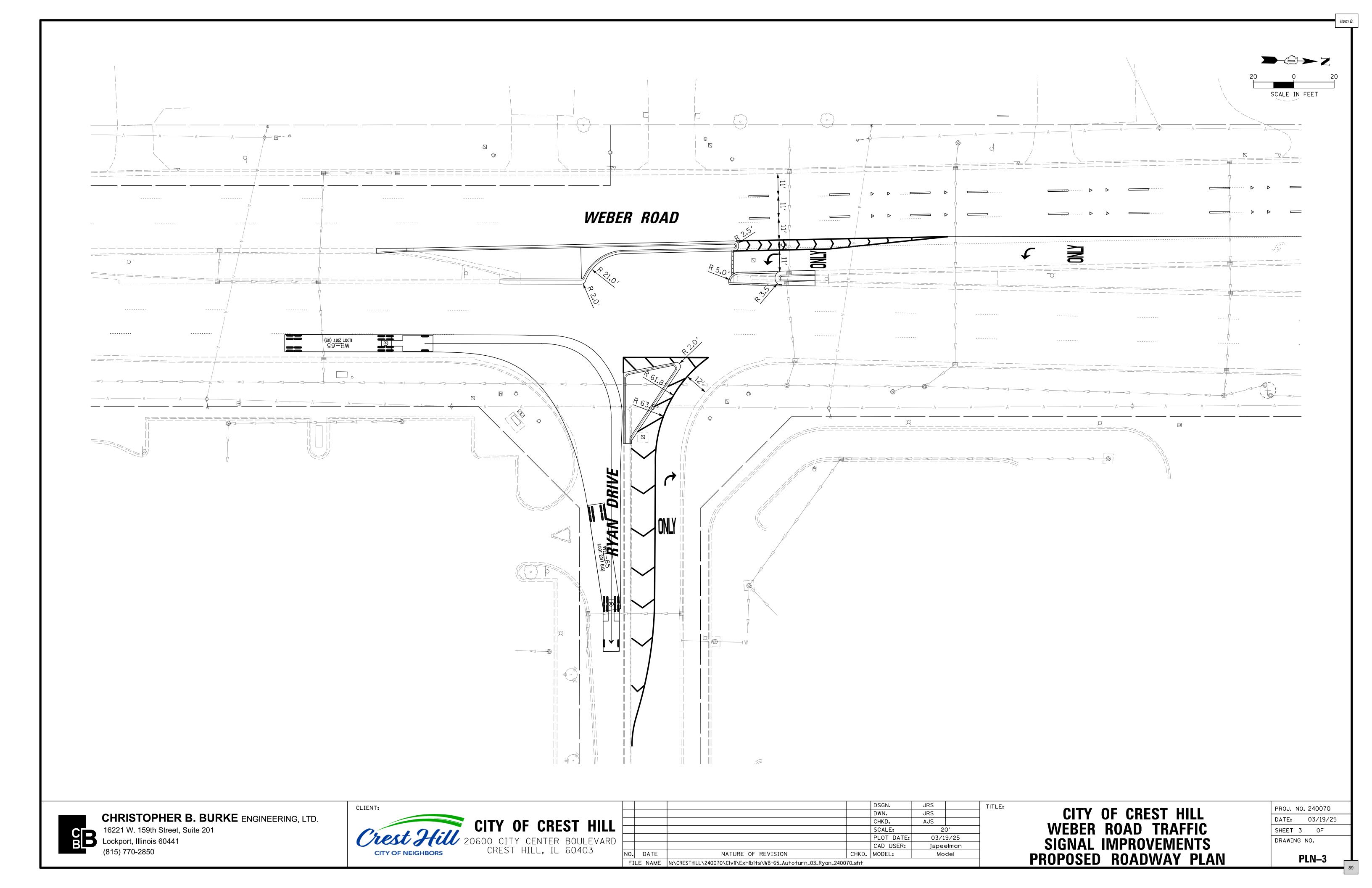
PASSED THIS 17^{TH} DAY OF MAY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke				
Alderman Angelo DiSerio				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman	·			
	Christ	ine Vershay-	Hall, City Cl	erk
			•	
APPROVED THIS 17 TH DAY OF MAY, 2025.				
ATTROVED THIS IT DAT OF WAT, 2023.				
	_/			
Raymond R. Soliman, Mayor				
ATTEST:				
ATTEST:				
Christine Vershay-Hall, City Clerk				









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Agenda Memo

Crest Hill, IL



Meeting Date: May 12, 2025

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: A RESOLUTION approving and authorizing the replacement of completion bond

30168303 issued by western surety company to the city of crest hill on behalf of executive construction for the gas n wash major PUD project with site improvement bond 7471749 issued by old republic surety company to the city of crest hill on behalf of Austin Tyler construction, inc. for the remaining site improvements contained in

the 2/10/25 engineer's opinion of probable cost.

Summary: Gas N Wash surety bond No. 30168303 held by Executive Construction, Inc for \$1,131,733.72 held by city for the construction of public improvements for the development located at the northwest corner of Division and Weber Rd is being requested by the Owner to be released.

Once released a new bond will be put into place by Austin Tylor Construction, Inc. in the amount of \$128, 365.81. This new bond is to cover the remaining work required to construct the right-hand turn lane and require widening from southbound Weber Rd to Westbound Division.

All other public improvements included in the original bond (i.e. water and sewer lines and erosion control) have been inspected and improved by the city as of April 12, 2023.

Once this new bond is in place Austin Tyler Construction, Inc. will compete the right lane construction once final approval is granted by the pipeline.

Recommended Council Action: A RESOLUTION approving and authorizing the replacement of completion bond 30168303 issued by western surety company to the city of crest hill on behalf of executive construction for the gas n wash major PUD project with site improvement bond 7471749 issued by old republic surety company to the city of crest hill on behalf of Austin Tyler construction, inc. for the remaining site improvements contained in the 2/10/25 engineer's opinion of probable cost.

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a

Cost: n/a

Attachments:

Res Apr. replacement of GAS N WASH completion Bond

2505_APR_11_Surity Bond Reduction Letter to City of Crest Hill

Completion Bond #30168303_ECI_Crest Hill

2025_APR_14_Site Improvement Bond_Austin Tyler_City of Crest Hill

Exhibit A-EOPC_WCDOT Cost Estimate 2-10-2025_Crest Hill

A RESOLUTION APPROVING AND AUTHORIZING THE REPLACEMENT OF COMPLETION BOND 30168303 ISSUED BY WESTERN SURETY COMPANY TO THE CITY OF CREST HILL ON BEHALF OF EXECUTIVE CONSTRUCTION FOR THE GAS N WASH MAJOR PUD PROJECT WITH SITE IMPROVEMENT BOND 7471749 ISSUED BY OLD REPUBLIC SURETY COMPANY TO THE CITY OF CREST HILL ON BEHALF OF AUSTIN TYLER CONSTRUCTION, INC. FOR THE REMAINING SITE IMPROVMENTS CONTAINED IN THE 2/10/25 ENGINEER'S OPINION OF PROBABLE COST.

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

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

WHEREAS, the Corporate Authorities of the City have previously enacted Sections 10.0 and 12.7 of the Crest Hill Zoning Ordinance, which specifies the procedure, requirements and standards for applications seeking Planned Unit Developments ("PUD") and special use permits; and

WHEREAS, Gas N Wash/RR Crest Hill, LLC ("Applicant"), filed and presented to the Crest Hill Plan Commission an application seeking a special use permit for a B3- special use for a Planned Unit Development and a major Planned Unit Development change (the "Application") for certain property within the city limits of the City of Crest Hill, Will County, Illinois. Said property is located at the northwest corner of Weber Road and Division Street, Crest Hill, Illinois, in the vicinity of 16664 Weber Road, and was previously part of PIN: 11-04-19-400-007 (the "Property") and is legally described in the Application to the Plan Commission. The Plan Commission meeting at which the Application was heard was conducted with proper notice; and

WHEREAS, said Property is zoned B-3 under the Crest Hill Zoning Ordinance and the Applicant has requested that the zoning be changed to a B-3 special use permit; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken May 9, 2024, recommended approval of the special use permit and approval of the major Planned Unit Development change sought in the Application after holding a properly noticed public hearing; and

WHEREAS, on May 20, 2024, in a regularly scheduled open meeting, the City Council examined and considered the May 9, 2024, Findings and Decision of the Plan Commission along with the presentations and arguments of the Applicant and passed Ordinance #1986, "An

Ordinance Granting a Special Use Permit with Respect to Certain Real Property Located Within the Corporate Boundaries of Crest Hill (Application of Gas N Wash/RR Crest Hill, LLC); and

WHEREAS, following the passage of Ordinance #1986, Gas N Wash/RR Crest Hill, LLC. engaged Executive Construction, Inc. to construct the Project and, as required by the City, Completion Bond #30168303 in the amount of the penal sum of \$1,131,73.73 was issued by Western Surety Company with Executive Construction, Inc. as Principal and the City of Crest Hill as Obligee, which was based on an Original Engineer's Opinion of Probable Costs ("EOPC"); A copy of said Completion Bond is attached hereto as Exhibit A; and

WHEREAS, on April 11, 2025, Lenny's Gas N Wash Division and Weber, LLC requested in writing that Exhibit A be fully released and replaced with Site Improvement Bond #7471749 in the amount of the penal sum of \$128,365.81 issued by Old Republic Surety Company with Austin Tyler Construction, Inc. as Principal and the City of Crest Hill as Obligee. A copy of said written Request is attached hereto as Exhibit B and said Site Improvement Bond is attached hereto as Exhibit C; and

WHEREAS. the request to release and replace the Completion Bond (Exhibit A) with the Site Improvement Bond (Exhibit C) is based on a February 10, 2025 Amended EOPC, which estimated the probable cost of the remaining work to be performed at \$102,692.65 and the fact that Austin Tyler Construction, Inc. and not Executive Construction, Inc. will be performing the remaining work, specifically the construction of a right-hand turn lane and widening of southbound Weber road to westbound Division Street along with seeding, topsoil, fertilizer and erosion control blanket; and

WHEREAS, all other public improvements included in the original bond have been inspected and approved by City Staff on April 12, 2023; and

WHEREAS, City Staff is recommending approval of the release and replacement of the aforementioned Completion Bond with the Site Improvement Bond; and

WHEREAS, the City Council has reviewed the Staff Memo and has considered the Request (Exhibit B) and the Site Improvement Bond (Exhibit C) and, based on the City Staff recommendation, has determined that the Request of Lenny's Gas N Wash Division and Weber, LLC should be approved.

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

- **SECTION 1**: That the City Council hereby finds that all the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.
- **SECTION 2**: The City Council hereby approves the Request of Lenny's Gas N Wash Division and Weber, LLC. to release in Full Exhibit A and authorize it to be replaced with Exhibit C and hereby authorizes the Mayor to execute said any Release document

- and to do all things necessary to effectuate the release of the Completion Bond and the replacement of it with the Site Improvement Bond.
- **SECTION 3**. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution 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 Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.
- **SECTION 4**. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.
- **SECTION 5**. This Resolution shall be in full force and effect from and after its passage and approval.

{Left Intentionally Blank}

PASSED THIS 19^{TH} DAY OF MAY, 2025.

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke Alderman Angelo DiSerio Alderwoman Claudia Gazal Alderman Darrell Jefferson Alderperson Tina Oberlin Alderman Mark Cipiti Alderman Nate Albert Alderman Joe Kubal Mayor Raymond R. Soliman				
APPROVED THIS 19 TH DAY OF MAY, 2025.	Christi	ne Vershay-l	Hall, City Cl	erk
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay-Hall, City Clerk				

EXHIBIT A

WESTERN SURETY COMPANY COMPLETION BOND #30168303

(Principal: Executive Construction, Inc.)

(Obligee: City of Crest Hill)

EXHIBIT B

APRIL 11, 2025 REQUEST FROM LENNY'S GAS N WASH DIVISION AND WEBER, LLC FOR RELEASE AND REPLACEMENT OF BONDS

EXHIBIT C

OLD REPUBLIC SURETY COMPANY SITE IMPROVEMENT BOND #7471749

(Principal: Austin Tyler Construction, Inc.)

(Obligee: City of Crest Hill)

Exhibit A

Bond # <u>30168303</u>	Pro	ject <u>GA</u>	S N WASH CRE	ST HILL Date_	April 12, 2	023	
		C	OMPLETIO	N BOND			
Known All	Men	Ву	These	Presents,	that	the	undersigned
Executive Construction, Inc and Western Surety Comp			a corr	oration authori	zed to do	husiness	, as Principal in the State of
Illinois	, any	, as Sure	ety, are herel	by held and firm	aly bound	unto the	City of Crest Hill, IL
, as Obligee, in the		of One Mi	Illion One Hu	<u>ındred *</u> Dollar	s (\$1,13)	1,733.73), lawful
money of the United	States of An	nerica, to l	be paid to sai	d Obligee, its su	iccessors o	or assigns,	to the payment
of which sum well an	d truly to be	made we	bind oursely	es and each of o n Hundred Thirt	ur success	ors, jointly	and severally,
firmly by these presen	nts.	ty One In	ousand Seve	n riunarea Tinri	y Tillee &	, 73/100	
Whereas, the above	bounden Pi	incipal is	required to	complete the fe	ollowing:		
GAS N WASH CREST H Weber Road Improvemen Public Storm Sewer Work	ts, Division Str				scaping		
Now, therefore connection with this and effect.				such that if the be null and voice			
Signed, sealed	and dated the	his <u>12th</u>	day of	April * EXE(2023 ·		
Executive Constru Principal	ction, Inc.	21		SEAL ILLINO	PATE		
Ву:	AN,		1000	VOITOR	HIST		
Western Surety Co	ompany						
By: Attorne	ey-in-Fact	Amber Jones			=		

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Darrin Weber, Amber Jones, Chris Polk, Julie Baumberger, April Penny, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of June, 2021.

WESTERN SURETY COMPANY

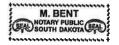
Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha ss

On this 19th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



I. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of April, 2023.



WESTERN SURETY COMPANY

M Ben

J. Relson, Assistant Secretar

Form F4280-7-2012

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



8200 W. 185th Street, Unit K * Tinley Park, IL 60487 * PH: (708) 444-0117

April 11, 2025

Ron Wiedeman City of Crest Hill 20600 City Center Blvd. Crest Hill, IL 60403

Ron -

Lenny's Gas N Wash Division and Weber, LLC - Surety Bond Reduction

Lenny's Gas N Wash Division and Weber, LLC is requesting the reduction of Surety Bond as follows:

Original EOPC dated March 30, 2023 in the amount of $905,386.98 \times 1.25\% = 1,131,733.72$ to Amended EOPC dated February 10, 2025 in the amount of $102,692.65 \times 1.25\% = 128,365.81$, both EOPC's attached.

Executive Construction Inc. held the original Surety Bond. We are requesting the release of the full amount of Bond held with Executive Construction, Inc.

Austin Tyler will be constructing the right-turn lane and has issued a new Surety Bond in the amount of $$102,692.65 \times 1.25\% = $128,365.81$, also attached.

Please advise of the acceptance of this bond reduction and change. Gas N Wash would like to complete the construction of the right-turn lane on Weber Road upon acceptance.

Thank you.

Kimberly Farbak 708-263-4559

nbul Firbak



CIVIL ENGINEERING DIVISION 2675 PRATUM AVENUE HOFFMAN ESTATES, IL 60192 (224) 293-6333 WWW.WTENGINEERING.COM PROJECT NAME: GAS N WASH CREST HILL LOCATION: CREST HILL, IL BY: AJM DATE: 02/10/25

Item 9.

CREST HILL GAS N WASH WCDOT ENGINEERS OPINION OF PROBABLE COST

IDOT PAY CODE	ITEM DESCRIPTION	QUANTITY	UNITS	UNIT COST	TOTAL COST
21101615	TOPSOIL FURNISH AND PLACE, 4"	500	SQ YD	\$4.00	\$2,000.00
25000210	SEEDING, CLASS 2A	0.60	ACRE	\$1,300.00	\$780.00
25000400	NITROGEN FERTILIZER NUTRIENT	53	POUND	\$2.00	\$106.00
25000500	PHOSPHORUS FERTILIZER NUTRIENT	53	POUND	\$2.00	\$106.00
25000600	POTASSIUM FERTILIZER NUTRIENT	53	POUND	\$2.00	\$106.00
25100630	EROSION CONTROL BLANKET	500	SQ YD	\$1.25	\$625.00
28000305	TEMPORARY DITCH CHECKS	26	FOOT	\$5.00	\$130.00
28000500	INLET AND PIPE PROTECTION	6	EACH	\$150.00	\$900.00
35101100	AGGREGATE BASE COURSE, TYP A 12"	817	SQ YD	\$10.00	\$8,170.00
35501330	HMA BINDER COURSE 11.5"	764	SQ YD	\$64.40	\$49,201.60
40600635	LEVELING BINDER, N70 3/4"	764	SQ YD	\$4.20	\$3,208.80
40603340	HMA SURFACE COURSE, MIX "D" N70	90	TON	\$100.00	\$9,000.00
44000100	PAVEMENT REMOVAL	100	SQ YD	\$21.50	\$2,150.00
44000300	CURB REMOVAL	350	FOOT	\$5.00	\$1,750.00
44213200	SAW CUTS	350	FOOT	\$3.00	\$1,050.00
44300200	STRIP REFLECTIVE CRACK CONTROL TREATMENT	350	FOOT	\$1.50	\$525.00
550A0050	STORM SEWERS, CLASS A, TYPE 1 12"	12	FOOT	\$30.00	\$360.00
60237470	INLETS, TYPE A, TYPE 24 FRAME AND GRATE	1	EACH	\$1,000.00	\$1,000.00
60255800	MANHOLES TO BE ADJUSTED WITH NEW TYPE 1 FRAME, CLOSED LID	1	EACH	\$500.00	\$500.00
60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	350	FOOT	\$28.00	\$9,800.00
70102637	TRAFFIC CONTROL AND PROTECTION, STANDARD 701701	1	EACH	\$10,000.00	\$10,000.00
72000100	SIGN PANEL - TYPE 1	7	SQ FT	\$27.00	\$182.25
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	80	SQ FT	\$4.00	\$320.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	1318	FOOT	\$0.50	\$659.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	14	FOOT	\$4.50	\$63.00

TOTAL COST = \$102,692.65

OLD REPUBLIC SURETY COMPANY

Site Improvement Bond

Bond No. <u>7471749</u>
KNOW ALL PERSONS BY THESE PRESENTS, that we Austin Tyler Construction, Inc.
23343 S. Ridge Rd. Elwood, II. 60421
as Principal, and OLD REPUBLIC SURETY COMPANY
authorized to do business in the State of Illinois as Surety are held and firmly bound unto
City of Crest Hill
as Obligee, in the penal sum of One hundred twenty eight thousand three hundred sixty five dollars and 81/100 (\$ 128,365.81)
DOLLARS, lawful money of the United States of America, for the payment of which well and
truly to be made, we bind ourselves, our heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by the presents.
WHEREAS, Austin Tyler Construction, Inc.
has agreed to construct in Gas N Wash Crest Hill, II.
the following improvements: Roadway work, seeding, fertilizer, erosion control blanket
NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said principal shall construct, or have constructed, the improvements herein described and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect.
Signed, sealed and dated this 14th day of April , 2025
Austin Tyler Construction, Inc. By: Austin Tyler Construction, Inc.
OLD REPUBLIC SURETY COMPANDE, IL
By: Maureen Rott Attorney in Fact

D REPUBLIC SURETY COMPANY Book

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and

CHRISTOPHER L. SPANGLER, MARK SPANGLER, LYNN M. BLAYLOCK, MAUREEN ROTT, CHRISTINE CANNELLA, ESTEE R. MAJOR, OF NAPERVILLE, IL

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliverand affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned andsealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits ofthe authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this day of SEPTEMBER, 2024.

Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

OLD REPUBLIC SURETY COMPANY

day of SEPTEMBER, 2024 On this 25TH , personally came before me, _ Alan Pavlic Karen J Haffner , to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



My commission expires:

CERTIFICATE

(Expiration of notary commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

63-1338



Signed and sealed at the City of Brookfield, WI this 14th day of April

ROBERTSON RYAN & ASSOCIATES



City Council Agenda Memo

Crest Hill, IL

Meeting Date: May 5, 2025

Submitter: Patrick Ainsworth, AICP Community and Economic Development Director

Department: Community & Economic Development

Agenda Item: Discussion of Special Use and Variation Application for 501 Caton Farm Road

Summary:

Verde Engineering, on behalf of Hendrickson USA, LLC (the Applicant) appeared before the Plan Commission (PCZBA) on April 24, 2025, requesting a Special Use Permit and Variations for the construction and operation of a solar array for the property located at 501 Caton Farm Road.

The project encompasses a 4.8-acre portion of the Applicant's western parcel (PIN 11-04-33-100-002-0000) to construct a solar array and an emergency vehicle only access road to assist emergency vehicles gaining access to this solar array if an emergency related event occurs. The power generated from the solar array will help generate electricity for the Hendrickson USA facility on the eastern parcel (PIN 11-04-33-100-003-0000). After the Applicant presented the case to the PCZBA at the April 24, 2025, Special Plan Commission Meeting, the PCZBA made a favorable recommendation on the new Special Use Permit and Variation requests.

The recommendation from the Plan Commission included the following 10 (ten) conditions:

- 1. That the drawings submitted for a building permit shall be in substantial compliance with the drawings approved by City Council and identified below, unless otherwise noted in the remaining conditions:
 - Solar Ground Mount System Plans Engineered by PurePower Engineering last dated 3/28/2025
 - Stormwater Management Permit Details Prepared by Hey and Associates Inc. Last Dated April 15, 2025
 - o Structural Detail Drawings Created by DCE Solar Sheets 1 through 5 Last Dated 3/6/2025
 - o Landscape Plans Created by Hey and Associates Inc. Last Dated 3/31/2025
- 2. The gravel driveway and loading area in the front of the accessory building on the property with the Permanent Index Number of 11-04-33-100-002-0000 shall receive a permit to transition this surface material to an approved surface material to be in compliance with Zoning Ordinance Section 11.6-1 and follow applicable construction standards. This specific area includes the driveway entrance from Caton Farm Road leading to the accessory building as well as to the gates of the solar array area. This permit shall be issued before May 19, 2026.

City Council Work Session May 5, 2025

501 Caton Farm Road

- 3. The emergency access road containing the 3/4" limestone surface material shall be improved with a base material and construction method approved by the City Engineer. All details of the materials and construction methods shall be submitted with the building permit application for the solar array.
- 4. The thickness of stone for the temporary construction access road should be at least two inches thick.
- 5. Prior to permit issuance for the solar array the structural calculations report provided with through submittal will need to be signed and stamped by a Licensed Structural Engineer.
- 6. A Fire Truck Turning Performance Analysis shall be provided for review and approval as part of the building permit application submittal for the solar array.
- 7. If any new outdoor lighting is being proposed with this project, then a Photometric Plan shall be provided at time of submitting a building permit application to ensure compliance with applicable codes and regulations.
- 8. All required final design drawings and related supporting project information shall be submitted for final engineering review and approval in conjunction with the formal building permit application submitted for the solar array.
- 9. All new shade trees, ornamental trees, and evergreen trees proposed on north of the solar array shall be planted with a minimum height of six feet and a minimum of 2.5" caliber at time of planting.
- 10. All conditions made with this Ordinance shall be transferred to any new property owner.

Recommended Council Action: Community Development staff recommends that the City Council allow the subject Ordinance go on the May 19, 2025 Regular Meeting Agenda for final consideration.

Attachments:

- Attachment A Special Use and Variance Application
- Attachment B April 24, 2025 Special Plan Commission Meeting Transcript
- Attachment C Special Use Ordinance (with associated Exhibits)

Item 10.



Application for Development

For Office Use Only: Case Number:		
Project Name: Hendrickson USA	- Solar PV	
Owner: Hendrickson USA LLC	Correspondence To: Grace Rasmussen, Verde Solutions Ll	
Street address:	Street address:	
City, St., Zip:	City, St., Zip:	
Phone:	Phone:	
Email:	Email:	
Property Address: Street address:	Property Information: Lot Width: 830.038 ft	
City, St., Zip: Crest Hill, IL 60441	Lot Depth: 629.428	
PIN: 11-04-33-10-002	Total Area: 549350.8329 sq ft (12.61 acres)	
*Submit an electronic version of the le buildingdepartment@cityofcresthill.co	gal description only in a Word document to:	
Existing Zoning: M2	Existing Land Use: General Manufacturing District	
Requested Zoning: M2	Proposed Land Use: General Manufacturing District	
Adjoining Properties Zoning and Uses North of Property: 11-04-28-100-003 Sta		
South of Property: 11-04-33-100-006	Commonwealth Edison Co	
East of Property: 11-04-33-10-003 Ho	endrickson USA LLC	
West of Property: 11-04-33-100-001	Roman Catholic Diocese	
Purpose Statement (intended use and Install 1.18 MW of fixed tilt ground mounte Total area with fence is approximately 4.7		

Development Request: Please check all that apply ar	nd describe:
[] Rezoning:	
[X] Special Use: Ground Mounted Solar PV	
[] Variance:	
[] Planned Unit Development:	
[] Annexation:	
[] Plat:	
[] Other:	
Contact Information – If not yet known, please indica all correspondences should be forwarded.	ate as TBD. Check those parties in which copies of
[] Civil Engineer:	Phone:
Company:	Email:
[X] Contractor: Grace Rasmussen	Phone:
Company: Verde Solutions LLC	Email:
[] Architect:	Phone:
Company:	Email:
[] Builder:	Phone:
Company:	
I agree to be present (in person or by counsel) when t development request.	the Plan Commission and City Council hear this
Grace Rasmussen Signature of the Applicant	3/10/2025
Signature of the Applicant	Date
If you (the applicant) are not the owner of record, ple	ase provide the owner's signature.
Signature of the Owner	03/14/25
Signature of the Owner	Date

CREST HILL PLAN COMMISSION

APRIL 24, 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 24th day of April, 2025.

BEFORE:

Bill Thomas, Chairman
John Stanton, Commissioner
Marty Flynn, Commissioner
Angelo DeSerio, Commissioner
Jeff Peterson, Commissioner
Ken Carroll, Commissioner
Cheryl Slabozeski, Commissioner
Patrick Answorth, Community/Economic Development
Director
Samantha Tilley, Executive Secretary
Mike Stiff, City Attorney

PRESENT:

Chris Batsch, Hendrickson USA LLC Grace Rasmussen, Verde Solutions

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             CHAIRMAN THOMAS: Okay. Welcome.
                                                  Ι
    would like to call the April 24th, 2025 Special
    Plan Commission Meeting to order at 7:00 p.m.
             If you're able, please rise for the
    Pledge of Allegiance.
             (Pledge of Allegiance.)
             CHAIRMAN THOMAS: Thank you. May we have
    the roll call, please?
             SAMANTHA TILLEY: Bill Thomas?
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             CHAIRMAN THOMAS: Here.
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             SAMANTHA TILLEY: Ken Carroll?
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             COMMISSIONER CARROLL: Here.
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             SAMANTHA TILLEY: Cheryl Slabozeski?
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             COMMISSIONER SLABOZESKI:
                                       Here.
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             SAMANTHA TILLEY:
                                Angelo DeSerio?
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             COMMISSIONER DESERIO:
                                     Here.
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             SAMANTHA TILLEY: Jeff Peterson?
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             COMMISSIONER PETERSON:
                                     Here.
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             SAMANTHA TILLEY: Marty Flynn?
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             COMMISSIONER FLYNN:
                                   Here.
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             SAMANTHA TILLEY: John Stanton?
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             COMMISSIONER STANTON: Here.
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             CHAIRMAN THOMAS: Okay. Thank you.
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             First order of business is to approve the
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 m 1}$ minutes from our previous two meetings. Can I
- have a motion, please, to approve the minutes from
- the Plan Commission meeting held on
- ⁴ March 13th, 2025?
- ⁵ COMMISSIONER DESERIO: So moved.
- 6 CHAIRMAN THOMAS: Motion by Angelo
- DeSerio and --
- 8 COMMISSIONER PETERSON: Second.
- 9 CHAIRMAN THOMAS: -- Commissioner
- 10 Peterson.
- A roll call, please.
- SAMANTHA TILLEY: Angelo DeSerio?
- 13 COMMISSIONER DESERIO: Yes.
- SAMANTHA TILLEY: Jeff Peterson?
- 15 COMMISSIONER PETERSON: Yes.
- SAMANTHA TILLEY: Marty Flynn?
- 17 COMMISSIONER FLYNN: Yes.
- SAMANTHA TILLEY: John Stanton?
- 19 COMMISSIONER STANTON: Yes.
- SAMANTHA TILLEY: Ken Carroll?
- COMMISSIONER CARROLL: Yes.
- SAMANTHA TILLEY: Cheryl Slabozeski?
- COMMISSIONER SLABOZESKI: Yes.
- SAMANTHA TILLEY: And Bill Thomas?

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             CHAIRMAN THOMAS: Yes.
             SAMANTHA TILLEY: Motion carried.
             CHAIRMAN THOMAS: And now can I have a
    motion to approve the minutes from the Plan
    Commission Meeting held on March 27, 2025? Was
    that a special?
             SAMANTHA TILLEY: Yes.
             CHAIRMAN THOMAS: Better put special on
    the title there. Special Plan Commission Meeting.
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             COMMISSIONER CARROLL: So moved.
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             CHAIRMAN THOMAS: Motion by Commissioner
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    Carroll.
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             COMMISSIONER PETERSON: Second.
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             CHAIRMAN THOMAS: Second by Commissioner
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    Peterson.
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             Roll call, please.
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             SAMANTHA TILLEY: Ken Carroll?
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             COMMISSIONER CARROLL:
                                    Yes.
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             SAMANTHA TILLEY: Jeff Peterson?
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             COMMISSIONER PETERSON: Yes.
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             COMMISSIONER FLYNN: Yes.
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             SAMANTHA TILLEY: Marty Flynn?
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             COMMISSIONER FLYNN:
                                   Yes.
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SAMANTHA TILLEY: John Stanton?

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1 COMMISSIONER STANTON: Yes. SAMANTHA TILLEY: Cheryl Slabozeski? COMMISSIONER SLABOZESKI: Abstain. SAMANTHA TILLEY: Angelo DeSerio? 5 COMMISSIONER DESERIO: Yes. SAMANTHA TILLEY: And Bill Thomas? CHAIRMAN THOMAS: Yes. SAMANTHA TILLEY: Motion carried. CHAIRMAN THOMAS: Okay. Next item is new 10 business. We have one case on the agenda for 11 tonight, a public hearing and consideration of 12 Case SU-25-2-4-1, a request of Hendrickson USA LLC 13 seeking approval for a special use permit and 14 variations for a new solar array, which is 15 classified as a utility facility under the Crest Hill Zoning Ordinance on a 4.8-acre area of land in an M-2 general manufacturing district located 18 at 501 Caton Farm Road in Crest Hill, Illinois. 19 Samantha, is all the paperwork in order? 20 SAMANTHA TILLEY: The necessary paperwork 21 is in order. 22 CHAIRMAN THOMAS: Okay. Thank you. 23 Then I would like to have a motion to open the public hearing for Case SU-25-2-4-1.

Motion, please. COMMISSIONER DESERIO: So moved. CHAIRMAN THOMAS: Motion by Commissioner DeSerio. COMMISSIONER SLABOZESKI: Second. CHAIRMAN THOMAS: Second by Commissioner Slabozeski. Roll call, please. SAMANTHA TILLEY: Angelo DeSerio? 10 COMMISSIONER DESERIO: Yes. 11 SAMANTHA TILLEY: Cheryl Slabozeski? 12 COMMISSIONER SLABOZESKI: Yes. 13 SAMANTHA TILLEY: Ken Carroll? 14 COMMISSIONER CARROLL: Yes. 15 SAMANTHA TILLEY: John Stanton? 16 COMMISSIONER STANTON: Yes. 17 SAMANTHA TILLEY: Jeff Peterson? 18 COMMISSIONER PETERSON: Yes. 19 SAMANTHA TILLEY: Marty Flynn? 20 COMMISSIONER FLYNN: Yes. 21 SAMANTHA TILLEY: And Bill Thomas? 22 CHAIRMAN THOMAS: Yes. 23 SAMANTHA TILLEY: Motion carried. 24 CHAIRMAN THOMAS: Public hearing is

- opened at 7:03 p.m.
- ² Again, this hearing is to discuss case
- 3 SU-25-2-4-1. So I would now like to ask our
- 4 Community and Economic Development Director Pat
- 5 Answorth to present the specifics of the case.
- 6 MR. ANSWORTH: Thank you, Chairman.
- Can you hear me okay? Okay. I'll be
- ⁸ actually brief.
- The petitioner has prepared a very
- thorough presentation, but, as presented tonight,
- there's one special use and one variation from the
- zoning ordinance and a deviation from the City
- code for the driveway.
- The subject property actually consists of
- two pins, there's the manufacturing facility on
- the eastern pin, which the subject -- the
- applicant has been at that subject site for nearly
- ¹⁸ 50 years. They have committed to investing in
- this property and including alternative energy,
- hence the solar array on the western site, and
- part of their grant -- part of their application
- mentioned that the -- part of a grant from the
- state of Illinois, so this will actually help
- power their -- all their facilities for their

annual needs. It's approximately 1. -- I think --8 megawatts of power. So hence that size creates a unique size of this project. Our community and economic development consultant, Ron Mentzer, was working with them before my tenure and determined it was a special use. As part of that special use process we looked at the entire site and were kind of working with them on their driveway on the eastern pin, it exceeds 30 feet, so if they ever 10 go to repave that property, tonight's applications 11 kind of protect that driveway, they can just go 12 straight to permit, and hence that's the, again, 13 deviation being requested. 14 The other variation is we were working 15 closely with the Lockport Fire Protection 16 District. This is, again, a unique circumstance. 17 We do not have a solar array of this size, so, 18 from a life-saving perspective, even though this 19 is an unmanned area, our Fire Protection District 20 thought it would be necessary to gain access to 21 this property, but because this area is just north 22 of a wet -- of a floodplain area and they're not 23 required to do any storm water detention, we worked with them carefully to craft a design of

- this road that you'll see in the site plan later
- tonight of limestone -- it's a three quarter stone
- lined with limestone material. Our City engineer
- was closely working with their engineering firm
- 5 and the Fire Protection District to create that.
- Our City code requires driveways, drive aisles,
- parking areas to be paved. Storage areas for
- 8 heavy equipment can be gravel. So this an
- emergency vehicle only access road. It's tucked
- 180 feet back from Caton Farm Road. It's tucked
- behind a landscaped area, and then it will be
- further protected by additional landscaping that
- you'll see on the landscape plans.
- So the variation is for the material
- itself, but because this is a locked facility,
- 16 fenced facility and just for the Lockport Fire
- Protection District, and perhaps some maintenance
- down the road, Staff is supportive of the unique
- circumstance to grant that variation.
- As you can see on pages 3, there's a
- (inaudible) regulation analysis for the zoning
- ordinance. I'm not going to go through all of it,
- but they're in compliance except for the gravel
- material -- the limestone material, and then in

- compliance with the comprehensive plan there was
- an analysis on page 4, and then, finally, with
- Staff support, there is ten conditions that I
- don't want to read, but if you need me to, I can,
- ⁵ just to make sure that we help this development
- 6 maintain a high level of standards and design.
- And I'm happy to answer any questions if you so
- 8 have any.
- 9 CHAIRMAN THOMAS: Any questions for Pat
- 10 at this time?
- Okay. Thank you, Pat.
- Okay. So I guess we're going to start
- off with Chris from Hendrickson --
- 14 CHRIS BATSCH: Yes.
- 15 CHAIRMAN THOMAS: -- USA LLC.
- Are you going to sit there or...
- 17 CHRIS BATSCH: That would be preferred.
- 18 CHAIRMAN THOMAS: That's fine. If you
- could just stand enough to raise your right hand.
- CHRIS BATSCH: Okay.
- CHAIRMAN THOMAS: In fact, why don't you
- both stand? I'll swear you both in and then we
- won't have to go through that again.

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       (Chris Batsch and Grace Rasmussen duly sworn.)
             CHAIRMAN THOMAS: Okay. Thank you.
             Take it away, Chris.
             CHRIS BATSCH: All right.
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             Good evening, everybody, and thank you
    for hosting this event, for scheduling the kind of
    special meeting for us to get together and talk
    about this.
             My name is Chris Batsch. I'm the general
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    manager at Hendrickson Bumper, almost right across
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    the road from you guys here in Crest Hill.
    been with Hendrickson for about 15 years.
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    been at the bumper division here in Crest Hill for
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    almost three years. I did want to start off just
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    with a brief overview of Hendrickson, and I know
    most in the room probably aren't very familiar
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    with what Hendrickson does, and a little bit of
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    background, and then I'll turn it over to Grace
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    from Verde Solutions who is the solar installer to
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    give a little bit more detail.
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                Just to kind of give a quick overview.
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       Hendrickson is a corporate company. We have
23
       been around for about 100 years. We have
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       always been focused on the truck industry.
                                                    We
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actually started off at the beginning
manufacturing trucks for the trucking
industry, and then eventually we evolved into
focusing more on part -- part or sub-system
supply to the heavy truck industry. Our main
focus is suspension, axles, trailer axles,
leaf springs, blast (inaudible) components,
and probably, to my team in the room, most
importantly the bumpers, which is what's made
right down the road.

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A little quick overview of the company. So the company is family owned. We are privately held. So it -- we do keep most of our information pretty close to our vests, so if there are questions regarding the company, we'll try to answer it as best as we We are owned by the Boler company, which can. is a family-owned company. They're structured -- or headquartered up in Schaumburg, Illinois. Globally we have about 6,000 employees, about 30-plus locations worldwide. Most of the locations that we have within our facilities are there to provide in-country manufacturing and supply to our

customers. So if you look at what Hendrickson USA mainly does, we export more than we import from that perspective. We have six brands across all of our divisions. Several of these brands actually supply components within Hendrickson. So I realize that it's a little bit of a complicated structure for the company, but just want to give a little background regarding the whole company as a whole.

Jumping into our division that's at the Crest Hill facility. We are the Hendrickson bumper division. So we have about 150,000 square feet, and that's divided over two facilities. We have Crest Hill and a facility in Dayton, Ohio. The Dayton, Ohio facility is primarily just a distribution center, so parts go in and out of that facility, there's not any manufacturing. All of the manufacturing that we do is here at the Crest Hill facility. We currently run -- excuse me. Here in Crest Hill we currently run a two shift operation. We have about 90 people on staff between those two shifts. Majority of our staff is on the

¹ first shift.

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I think Patrick kind of alluded to that Hendrickson has been a part of the community for a very long time, close to 50 years. Hendrickson company acquired that facility back in 1977, so we have been embedded into Crest Hill since 1977. We have all the functional support functions within that facility. We do not rely on our corporate divisions for most of our day-to-day activities, so we do have operations, engineering, quality, marketing, all of those aspects that are under one roof. We are a Tier 1 supplier to most of the OEMs, and I'll jump into a little bit more detail to shed a little bit more light on kind of what kind of products that we do and what our specialty is. We do make about 100,000 bumpers a year. you're familiar with the Class A industry or the heavy truck industry it's anywhere from 250- to 300,000 trucks that are made a year just to put that in perspective.

The core values at our facility. No. 1 priority is safety, No. 2 is quality, and then

innovation. When we look at the competitive market of the bumper field, we are leading the way in innovation, and the next step for us is from a sustainability aspect, which is why we're here today.

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We do hold several certifications within this facility. IATF, which is a quality process control standard that we do hold, that is the highest level for our industry. ISO 14001, that is an environmental standard that we are certified to. VPP Star certification. This is an OSHA funded program or an OSHA provided program. We are the only manufacturer within North America that is -that has been awarded this certification. This certification is for companies that go above and beyond the minimum standards for safety, and we -- we -- sorry, for safety and proactive things that we do towards the safety of the employees. The last one that we have is Great Places to Work certified. This is another one that we just recently got. This involves the culture of -- and the voice of the employees. So we currently are the only

company within Crest Hill that has that certification. And I forgot to add, for the VPP OSHA, we are also the only company in Crest Hill that has obtained that certification.

I won't go through all the details of what we do. The equipment that we have on site, there's a lot of equipment, a lot of big equipment that we have behind those walls at our facility, most of it for stamping and forming operations of bumpers. The big takeaway of what we have here, every single one of these pieces of equipment requires a massive amount of electricity. These are energy hogs. There's -- even though we are investing in bringing them up to the latest technology, they still require a lot of energy to take big pieces of metal and form them into the shape of bumpers for our customers.

Just to give a you little -- I guess a snapshot of what we do. All of these products that you see on the screen are just a little bit of a sample of what we manufacture out of that facility. We do anything from school

buses to garbage trucks to cement trucks to on the highway. We -- pretty much if it's a metal bumper that's out there on the road, most likely we manufactured it here at that facility. We do a variety of finishes. Most of these are customer spec driven, but we -- we do a lot of bumpers that go through the facility.

The main reason what prompted this project was driven by the customers.

Hendrickson has a lot of internal sustainability goals, but our customers are even more demanding than what we initially started off with our sustainability goals. In the last five years several customers have taken the requirement that the companies have to have advancement in sustainability and targets towards carbon neutral to be able to be awarded new business. So this is something that we made a commitment to our customers that we would -- we would go after and pursue.

As I mentioned, a lot of our equipment is electric driven; the presses, the robots, the laser cutters, all of that is -- is utilizing

electricity. So our biggest opportunity for the next step towards carbon neutrality is electricity. So that's the main reason why we wanted to go after the solar.

So back in 2002 -- or, sorry, 2022 we created this five-year major investment plan that we presented to the board of directors. A lot of this involves new equipment, but it also aligns with the sustainability goals of the customers. All of this with the intent of maintaining our position here in Crest Hill and growing our business here across the industry. So, as a result of what we put together, including our commitment to our customers that we were going to install a solar, we're currently facing about a 50 percent growth for that facility. If you go back and you look at the history of the facility, the facility has not seen that level of growth ever since we started that business. So we are in -- on the brink of a very massive growth plan that we are going through and executing. All of this is a result of all the investment that we put forward, the

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sustainability aspects, and the customers and in alliance with our customers' goals.

Just a little bit about some of the recent investments that were included in this five year plan.

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High tonnage deep draw presses. For those of you -- I definitely welcome anybody to come by and stop in for a tour. equipment that we have are just massive pieces of machine. Most of the press beds that we have can fit a full size car inside the press So the full size equipment is 20, 30 feet tall, a couple hundred thousand pounds, so we're talking about very big equipment that uses a lot of electricity. We completed the building expansion, some of you may or may not be aware of that, on the backside of the building that we were able to increase our capacity. We added in a fiber high speed laser that was recently commissioned. We have another deep draw press that's currently being installed within the next couple months, a robotic buffing cell, and the last piece of this equation for what we're working on right

now is the solar field.

So the result of all of these is not only increasing our capabilities, but it's also increasing our sustainability. We're trying to maintain our leader -- our leader position within the bumper industry and this is only going to further separate us from our competition and drive more business towards our facility.

I wanted to talk a little bit about the selection process here with Verde just to kind of give you guys a little bit of reassurance that we did do our due diligence, that this wasn't something that we picked out of the back of the Yellow Pages, we actually went through a fairly -- fairly thorough vetting process.

We started off with four major solar installers that do commercial solar installation here within the Chicagoland. We established several requirements; engineering and installation to be a one-stop shop.

Surprisingly, as we learned, that's pretty rare within the solar industry. There's not

1 many companies that do these together. Most of them outsource one or the other. We wanted one person to be able to call if there's a problem with the engineering, the installation, the service, the warranty, everything all in one spot. We wanted somebody local that was within 100 miles that could be on site as needed. We also wanted to demonstrate local performance. I think Grace 10 will touch on a few of those in her 11 presentation that she'll share with you. 12 went out to some of these locations, spoke to 13 the installation team, some of these are 14 cities that develop some of these that Grace 15 will talk through. We also needed help with 16 the incentives. If you're not in the solar 17 industry, it's a little daunting to go through 18 all of the -- the different -- the building 19 permits, the incentives, all the requirements 20 to be able to meet those. And also subject 21 matter knowledge. Not just with the solar, 22 but also all the other aspects that come along 23 with it. For example, Patrick referenced the 24 fire code and what is the requirements for

those. We wanted people with those expertise.

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When we got through all of the RFQs, we found that Verde was the only company that checked all those boxes, and they were -- and they were very well reputable in all of them, so that's why we decided to select Verde.

So as we pulled together the business case, we presented to our board of directors. As we have progressed this, it has been almost eight months since we presented the solar field to the Board of Directors and received their approval. We have been trying to make sure that we meet the timing that we committed to on the Board of Directors. A lot of this is tied to very tight timing on the solar incentives, whether it's state, federal, there's a wide range. I think also a utility A lot of these have pretty strict timelines, and as time progresses these are not linear events, they are flip events for the amount of funding that changes at certain time periods.

So really what we wanted to stress to this -- to this group here is the balance of

everything that we tied together with the investment cost, the timing, the incentives, the payback, all of that was factored into this, so we definitely appreciate you guys taking this time to meet with us under this circumstance.

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So, in summary, before I turn it over to Grace, Hendrickson is dedicated to advancing our manufacturing technology and sustainability. We know that this will be the next step to put us completely at the leader board for our industry, for where we're looking to go long term. We're also dedicated to investing into Crest Hill. The amount of money that has been dumped into this facility is probably equivalent in the -- within the last three or four years is equivalent to the last 15 years prior. So the -- the Boler family, the Hendrickson company is dedicated to adding jobs here within Crest Hill, making major investments and advancing our technology.

The last thing, just as we advance this technology and sustainability, we have full

- confidence this is only going to further grow our business and bring more jobs to the community.
- So, with that, any questions for me regarding Hendrickson before Grace kind of steps in?
- CHAIRMAN THOMAS: I'm just kind of

 curious, with all this talk going around these

 days about tariffs and you relying on export

 business so much, how does any of that affect your

 business?
- 12 At the corporate level it MR. BATSCH: 13 definitely does. That's more of an impact. 14 division, the bumper division, 98 percent of ours 15 is picked up by U.S. based customers. So we are not faced with the tariffs as much, which 17 definitely puts us in a greater position versus 18 our competitors that are outsourcing a lot of 19 these, whether it's the paint or the chrome 20 process or things like that that are being 21 outsourced across the borders.
- So, from our standpoint, we are very well positioned from the tariff aspect because all of our processes are here in the U.S., and then all

- 1 of our customers are also here in the U.S.,
- they're U.S. based customers. So, great question,
- but we think the impact is going to be very
- minimal to us. If anything, it's going to be
- favorable to Hendrickson.
- 6 CHAIRMAN THOMAS: Okay. Thank you.
- COMMISSIONER SLABOZESKI: I'm just
- 8 curious what the cost savings would be by using
- ⁹ solar panels.
- CHRIS BATSCH: Being that -- I don't
- think I can share that number.
- 12 COMMISSIONER SLABOZESKI: Okay.
- 13 CHRIS BATSCH: Being a privately held
- company with the amount of -- the amount of
- electricity that we're going to be saving, yeah,
- unfortunately I can't share that.
- 17 COMMISSIONER SLABOZESKI: Okay.
- 18 CHAIRMAN THOMAS: Okay. Grace?
- COMMISSIONER STANTON: I have a couple
- questions.
- It's a fantastic project and I'm excited
- that we're having a solar panel farm. Reading
- through this report on page 30 regarding system
- removal, not that you have any plans on removing

- 1 it, but technology has been moving over time,
- especially renewable energy --
- MR. BATSCH: Sure.
- 4 COMMISSIONER STANTON: However, atomic
- 5 energy is still in development --
- MR. BATSCH: Absolutely.
- COMMISSIONER STANTON: And they can claim
- 8 that that is more energy efficient than the
- 9 renewable energy that is put out there, but my
- concern with this regarding the system removal, it
- says "during the system removal Verde will remove
- all tangible property relating to the solar
- system. The land will be restored to it's
- original condition with the exception of buried
- 15 conduit."
- Well, I don't like buried conduit. I'm
- sure there's a lot of conduits underneath --
- 18 CHRIS BATSCH: Sure.
- COMMISSIONER STANTON: -- and I'm sure
- using at least one inch piping or more, and that's
- not good. It needs to be included to be removed.
- CHRIS BATSCH: Sure. Yeah.
- COMMISSIONER STANTON: For future
- development in case if someone wants to do

- 1 excavation or do some development, you know, after
- it's being removed. Not that you have any plans
- to, but it should be removed.
- 4 CHRIS BATSCH: Understood. I think
- 5 that's acceptable to include in. From our
- perspective, the solar disposal technology
- ontinues to evolve almost on the daily basis on
- 8 what type of recyclability, that's why I think it
- ⁹ was difficult for us to really put together a plan
- of what that would look like from a removal, a
- disposal and the recyclability. We don't know
- where this is going to -- what kind of technology
- is going to be out there from the solar and, to
- your point, maybe it's atomic that might be able
- to evolve into a different -- a different use case
- ¹⁶ for that land.
- From our side, I know Hendrickson, based
- off of everything that we do, we typically go
- ¹⁹ after what is the most sustainable or
- environmentally friendly option, and that is
- everly changing from a day-to-day perspective. I
- know Grace will touch on this a little bit, you
- know, we will be working with Grace during the
- terms of the warranty period and probably even

- beyond that. So who knows what kind of technology
- 2 that Verde will have access to in 30 years, if we
- even need to replace it at that time.
- MS. RASMUSSEN: Yeah, just to add, the
- 5 solar panels are warrantyed for 30 years, so I
- guess we'll have to see what happens in 30 years
- and what Hendrickson wants to do. The solar
- panels will continue to produce long after that,
- ⁹ it's just outside of the warranty, but, yeah, I
- quess that's one bridge we'll cross when we get
- there, but we will note the conduit removal.
- 12 COMMISSIONER STANTON: Okay. Okay. And
- my next concern is the impervious gravel system.
- There's -- people say that it's -- gravel while
- it's -- what have you, is not impervious -- or it
- is impervious, it's not pervious. Only because
- over time gravel, stone, and what have you, settle
- and it collects dirt, et cetera. So you would
- have more and more runoff -- water runoff over a
- period of time. Maybe you should investigate a
- pervious draining system. I'm sure there's many
- of them out there. I'm not too comfortable with
- the gravel because you -- you do have equipment
- driving on there. I would imagine the fire trucks

- 1 and what have you, if it's not compacted enough,
- how is that going to support the trucks?
- CHRIS BATSCH: Sure.
- 4 COMMISSIONER STANTON: Okay. And in any
- event that they have to go and take the -- you
- 6 know, take out the fire, I'm not quite sure if the
- ⁷ gravel -- three quarter inch gravel system works
- 8 unless you -- you have a system in path that it's
- ⁹ going to work for 30 or more years.
- PATRICK ANSWORTH: I'm going to chime in
- if that's okay.
- So our City engineer was in on the same
- meeting with Grace and her team as well as the
- Fire Protection District. There is an
- underlayment that will be approved. There's a
- condition in here that will be approved as part of
- the construction of this, and our City engineer
- advised during this time to make sure that it's
- compacted, but not too compacted to become
- impervious to then require detention. If
- detention was -- if impervious surfaces were going
- to be mandated here, that would have triggered
- detention requirements and made -- or not make
- this project financially feasible.

- So you have our City engineer, with a lot of experience, with the Fire Protection District, with the Verde team designing this project as the best alternative and the best scenario for the presentation.
- CHRIS BATSCH: Yeah. From our side we're
 definitely open to that. The reason why that
 proposal does include that is, as Patrick stated,
 was recommended from the --
- PATRICK ANSWORTH: City engineer.
- CHRIS BATSCH: -- one of the City engineers.
- 13 From our side we also acknowledge that we 14 will need to maintain that road, so it's not put 15 it down once and let it go. This is one that we will have to repeatedly, whether it's regrade, we 17 may have to resurface the gravel as well as the 18 three quarter inch loosely compacted that was 19 specified. So there will be maintenance required. 20 From our side I think that will be something that 21 we would work with the fire marshall to understand 22 that there is a point of degradation or any type 23 of concern from being able to support the weight of the truck. Ultimately we hope the road never

- ¹ gets used.
- COMMISSIONER STANTON: Okay. Well, I
- have to believe that there are a pervious system,
- like there's pavers where grass grows through it
- 5 and it supports the vehicles and what have you,
- and you will need to cut lawn, anyway, around the
- solar panels, so I would think it would be a less
- 8 of a maintenance. Yeah, it might be a little more
- 9 cost up front, but not as expensive as a pavement
- like concrete or asphalt or what have you to
- eliminate the detention pond and to minimize the
- water runoff, but I think there is a better
- system, maybe it needs a little more
- investigation, what's appropriate. Yes, the cost
- is a factor in this, but I would like to see if
- you can look into another alternative to a gravel
- road.
- 18 CHRIS BATSCH: I think we would be more
- than happy to investigate anything that's
- recommended by the City. I think the City
- engineers probably have much more experience from
- that aspect than we do. If you need a bumper we
- can help you, but we're not very good at designing
- gravel roads, but we were -- we would be more than

- happy to entertain or quote anything that we
- ² looked at.
- One thing to keep in mind, we are talking
- ⁴ about a rather extensive amount of property that
- we would have to put this down. I think the total
- ⁶ size is over four acres. I think it was 30,
- 7 33,000 -- how many feet all the way around?
- UNIDENTIFIED SPEAKER: 40-something
- ⁹ thousand.
- 10 CHRIS BATSCH: 40 thousand square feet.
- 11 COMMISSIONER STANTON: That's quite a
- ¹² bit.
- 13 CHRIS BATSCH: So it's a massive amount.
- And, as Grace will point out, the other thing that
- we have to consider is also turnaround points for
- the fire trucks. So it's not just a ten-foot
- wide, the fire truck has to be able to swing the
- entire ladder around it, which made about
- ¹⁹ 20 percent more road surface that would be
- required out there.
- So, from our perspective, we would
- definitely entertain and quote anything that was
- recommended as alternatives to that.
- COMMISSIONER STANTON: I'm sure you guys

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^{1} have a solution for it and looking forward to, you
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- 2 know, to make it work. Just my request to take a
- little more -- you know, scrutinize it a little
- 4 more --
- ⁵ CHRIS BATSCH: Sure.
- 6 COMMISSIONER STANTON: -- so it doesn't
- 7 become a thorn in your gut --
- 8 CHRIS BATSCH: Absolutely.
- 9 COMMISSIONER STANTON: -- as issues come
- up later on, so...
- 11 CHRIS BATSCH: Thank you.
- 12 CHAIRMAN THOMAS: Anybody else?
- Okay. Grace.
- MS. RASMUSSEN: Okay. Thank you.
- So this is a little bit more about Verde
- Solutions. We were founded in 2012. We're based
- out of Chicago downtown. Really we have done over
- 2,000 energy projects in 48 states. We have
- in-house NABCEP certified, that's a solar
- certification, and OSHA certification as well, and
- then the biggest selling point for us is that we
- do turn-key project delivery. So as soon as our
- clients sign the contract, we handle it all the
- way until the system is turned on, and then we

- also provide post solar support once it is
- energized. And, as Chris mentioned to you, our
- install team is in-house, which, like he said, is
- ⁴ rare in Chicago.

Here are some examples of similarly completed projects. So we did one for Thelen Sand and Gravel out in Lakemoor, this was at a gravel pit. We did one for Minooka Waste Water Treatment Plant butting up against the residential neighborhood there, and then we also had some landscaping and fencing required you can see here. And then we also completed the College of Lake County up in Grayslake. This was a 13 roof system in addition to a megawatt ground mount system.

Here is the plat of survey for
Hendrickson. As Patrick noted, here is the -here is one pin where the main facility is
located and then the other pin where the solar
field will be located.

Here is the current site. This picture was taken October 10th, 2024 from our satellite software. There are some trees here that have since been cleared, and then if you

remember this reference Point A, we have some pictures here, so looking west from the gate you can see it's an open field, and then looking north to Caton Farm Road there's already a screening of trees on the road.

So our wetland study partner identified a wetland south of the pin where our solar is proposed, and so they actually performed the wetland study on Tuesday, and so we're just awaiting the results. The reason we had to wait was just seasonal reasons. And then we do have a note that the solar array location is contingent on the final wetland study results. So we will move the array as needed based on the results.

Here is the proposed design. The blue is the solar panels, and so we have about -just under 2,000 modules proposed, expected to produce 1.5 million kilowatt hours each year.

And then, like Chris said, offsetting 100 percent of Hendrickson's electricity usage.

So here is an example of what the solar would look like installed.

Here is the overall electrical plan.

Some things to note is there will be a fence connecting the west fence line and the east fence line, and then the gravel access path that we discussed has the turnaround points around the perimeter of the array, and then there's also a south fence line boundary.

This is zoomed in a little bit more.

Here is a racking elevation. So the panels are tilted at 30 degrees to the south, and there's about 19 feet in between each row, and there are two modules stacked on each row.

Here is an elevation of the typical fence details. So the access gate will be 16 feet wide based on the Lockport Fire Protection District advice, and then the general fence will be six feet tall with one foot of barbed wire.

Here is a drainage plan. I have highlighted the drainage area and the average ground slope is 2.15 percent under the solar array.

Here is a clip of the landscaping proposed. So we have about 216 new plants as required by the ordinance, and so you can see

a lot of them are focused towards the north further screening the array from Caton Farm Road. And then a handful of plants and shrubs -- trees and shrubs on the south portion of the facility. And then underneath the array will be a solar pollinator friendly mix -- seed mix.

Here is an elevation of the trees and shrubs. Here is a list of the 216 new plantings, so we have 97 -- or, sorry, we have 168 new trees proposed and 48 shrubs.

Here is a list of the solar field pollinator habitat seed mix and then the salt tolerant road side mix (inaudible) mix.

And here are some images of all of the plants and shrubs -- and trees are on the next slide -- that are proposed.

And then the gravel access path. Here is a cut sheet -- or an elevation view of the three quarter inch limestone gravel loosely compacted with a subgrade fabric. Here is a snip showing we did measure and take into account the truck turnaround radius and then just a general plan of the gravel access path

- as well.
- Any questions? I have kind of flipped
- through everything really quickly. We can go
- back and zoom in and --
- ⁵ CHAIRMAN THOMAS: So did you say you're
- ⁶ going to keep all of the existing trees there
- ⁷ along Caton Farm Road?
- MS. RASMUSSEN: Yep. And then we have to
- ⁹ add 216 based on the developed area.
- 10 CHAIRMAN THOMAS: And are you getting all
- those trees locally from one of our wonderful
- 12 Crest Hill nurseries?
- MS. RASMUSSEN: We definitely can, yeah.
- 14 CHRIS BATSCH: Absolutely.
- 15 CHAIRMAN THOMAS: I was surprised when I
- drove by there how -- what -- already what a tree
- barrier that exists. There are a lot of trees
- along Caton Farm Road, so...
- CHRIS BATSCH: Yeah. Yeah.
- CHAIRMAN THOMAS: And your access road
- that you have been talking about actually now
- comes off of your property, not off of Caton Farm
- Road, correct?
- CHRIS BATSCH: That is correct.

- MS. RASMUSSEN: The access to the solar
- 2 field, yes.
- 3 CHAIRMAN THOMAS: Yeah. Okay.
- 4 CHRIS BATSCH: If you look at the slope
- 5 coming off of Caton Farm Road it's rather steep.
- ⁶ That would require a substantial amount of buildup
- to be able to get access.
- 8 CHAIRMAN THOMAS: And it would open up a
- 9 window also, which --
- CHRIS BATSCH: Yes. That is correct.
- 11 CHAIRMAN THOMAS: It's out of sight.
- No, it looks very well thought out.
- Okay. Anybody have any questions -- any
- more questions?
- 15 COMMISSIONER CARROLL: I just have one.
- What is underneath the panel? Is that going to be
- gravel or grass?
- MS. RASMUSSEN: It's going to be grass
- and that pollinator friendly seed mix.
- COMMISSIONER CARROLL: Okay.
- CHAIRMAN THOMAS: Okay. What do we
- think?
- Does Staff have any more questions before
- 24 we --

1 PATRICK ANSWORTH: Just to go back on the access road. Again, this is the best compromise based on the cost, the regular requirements, there's not only our ordinance, but Will County that was conferred against with our City engineer who worked very closely with the Verde engineering team and, again, Staff makes a positive recommendation based on the conditions provided and the designs that you have seen tonight. 10 CHAIRMAN THOMAS: Mm-hmm. Yeah. I take 11 a lot of confidence that our engineer and the 12 Lockport Township Fire Department has reviewed 13 that in detail, the -- to Commissioner Stanton's 14 concerns about the material being used, that they 15 felt pretty good to start off with that the way it 16 is and, to your point, let's hope they never have 17 to use it. It's not like it's going to be a high 18 traffic area, but if they have to, we certainly 19 don't want them to get stuck and not be able to 20 get to where they need to go around there. 21 think we have to kind of trust their judgment to 22 that. 23 CHRIS BATSCH: Yeah. We did host the 24 fire marshall there on site, so we walked the

- $^{
 m l}$ grounds, took a look at everything, where the
- turning points would be, roughly where the solar
- field will lay out. We'll continue that
- 4 relationship with him as we finish it and as well
- as annual inspections to get out there. We
- understand this is new for them, it's new for us,
- it's new for the City, so the more that we can
- 8 communicate and open the door for coming out there
- ⁹ to do it, whether they want to do training access,
- whatever, they'll have full access to that.
- 11 CHAIRMAN THOMAS: Okay. Are we good?
- Any more questions? And looking around the
- audience, unless my wife wants to say something, I
- don't see anybody else here that is not part of
- Hendrickson, so I just have to ask: Is there
- anyone in the audience that wants to come forward
- and make a comment or a question on this
- particular case? And I see none.
- So if there are no more questions as part
- of the public hearing, I think I would like to ask
- for a motion to close the public hearing.
- 22 COMMISSIONER PETERSON: I'll make that
- motion.
- CHAIRMAN THOMAS: Motion by Commissioner

Peterson. COMMISSIONER FLYNN: I'll second it. CHAIRMAN THOMAS: Second by Commissioner Flynn. Roll call, please. SAMANTHA TILLEY: Jeff Peterson? COMMISSIONER PETERSON: Yes. SAMANTHA TILLEY: Marty Flynn? COMMISSIONER FLYNN: Yes. 10 SAMANTHA TILLEY: John Stanton? 11 COMMISSIONER STANTON: Yes. 12 SAMANTHA TILLEY: Ken Carroll? 13 COMMISSIONER CARROLL: Yes. 14 SAMANTHA TILLEY: Cheryl Slabozeski? 15 COMMISSIONER SLABOZESKI: Yes. 16 SAMANTHA TILLEY: Angelo DeSerio? 17 COMMISSIONER DESERIO: Yes. 18 SAMANTHA TILLEY: And Bill Thomas? 19 CHAIRMAN THOMAS: Yes. 20 Motion carried. SAMANTHA TILLEY: 21 CHAIRMAN THOMAS: The public hearing is 22 closed at 7:47. 23 So I guess it's up to us now if we have 24 any comments amongst ourselves that we need to go

- back and consider. We certainly noted
- Commissioner Stanton's concern with the removal,
- and, I don't know, do we need to have any mention
- of that in anything right now going forward
- 5 30-plus years? If we take that out, do we have to
- 6 have a note that we would like to make sure the
- ⁷ conduit is included in the removal?
- PATRICK ANSWORTH: So, I mean, the
- 9 ordinance is -- the special use lays with the
- land, and obviously we hold this on. I don't know
- if I have a time clicker -- time clock for going
- up to 30 years, but if any new development happens
- on there, proper excavation takes place to remove
- anything on site that would impede on the health,
- safety, and welfare of a new structure. So I
- completely empathize with Commissioner Stanton's
- approach. A condition can be added 30 years from
- now during the decommissioning of this to remove
- the conduit and, you know, Staff 30 years from now
- will have to review that ordinance prior to any
- demo permit, but when excavators are out on site,
- they'll note items found on field and make
- adjustments to fully removing it if any
- development were to happen there in the future.

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1
             CHAIRMAN THOMAS: You're right.
                                               I think
    our ordinance system would pick that up in 30
    years as far as the condition of that land if it's
    going to be removed and everything on it put back
    to the way it is now, and I don't know that we
    need to mention that now. I think it will just
    stay part of our removal process for something
    like this, but -- and I think in 30 years we're
    going to learn a lot more about removal of solar
10
    panels than we know now. I don't think there's
11
    many places removing it.
12
             MS. RASMUSSEN:
                              No.
13
             CHAIRMAN THOMAS: They're putting it in,
14
    and I think -- I trust that we'll all learn a lot
15
    about the removal process when that comes up.
16
                Okay. Can I call for the motion?
                                                     Can
17
       I call for a motion to approve the request
18
       from Hendrickson USA LLC for granting of a
19
       special use permit and variations for a new
20
       solar array on a 4.8-acre area of land in the
21
       M-2 general manufacturing district located at
22
       501 Caton Farm Road Crest Hill, Illinois?
23
             Now we have mentioned the ten conditions.
24
       You're aware of these ten conditions --
```

- MR. BATSCH: Yes.
- ² CHAIRMAN THOMAS: -- and have seen them
- and agree to all of them?
- 4 CHRIS BATSCH: Yes.
- ⁵ CHAIRMAN THOMAS: Okay. So is there a
- 6 motion to approve?
- MIKE STIFF: And the motion to approve
- would be the variance as outlined in the Staff
- ⁹ report.
- 10 CHAIRMAN THOMAS: Yes. Correct. Thank
- 11 you.
- 12 COMMISSIONER PETERSON: I'll make that
- 13 motion.
- 14 CHAIRMAN THOMAS: You'll make that
- motion, Commissioner Peterson.
- 16 COMMISSIONER SLABOZESKI: Second.
- 17 CHAIRMAN THOMAS: Commissioner Slabozeski
- second.
- Roll call, please.
- SAMANTHA TILLEY: Jeff Peterson?
- COMMISSIONER PETERSON: Yes.
- SAMANTHA TILLEY: Cheryl Slabozeski?
- COMMISSIONER SLABOZESKI: Yes.
- SAMANTHA TILLEY: Angelo DeSerio?

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             COMMISSIONER DESERIO:
                                    Yes.
             SAMANTHA TILLEY: Ken Carroll?
             COMMISSIONER CARROLL:
                                     Yes.
             SAMANTHA TILLEY:
                                John Stanton?
5
             COMMISSIONER STANTON:
             SAMANTHA TILLEY:
                                Marty Flynn?
             COMMISSIONER FLYNN:
                                   Yes.
             SAMANTHA TILLEY: And Bill Thomas?
             CHAIRMAN THOMAS: Yes.
10
             SAMANTHA TILLEY: Motion carried.
11
             CHAIRMAN THOMAS: Motion passed 7 to 0.
12
             PATRICK ANSWORTH: That item will be on
13
    the May 12th special -- or not special use --
14
    sorry, the regular session -- work session for
15
    City Council -- it has been a long day -- so we
16
    will -- Staff will be in communication with your
17
    team on that.
18
             CHAIRMAN THOMAS: Okay. So let me finish
19
    up. Thank you.
20
             First of all, I want to thank and
21
    congratulate Hendrickson USA LLC for being a City
22
    of Crest Hill business for almost 50 years.
23
    behalf of the Plan Commission we thank you for
    being a loyal business to the City of Crest Hill,
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- 1 and we certainly want your business to thrive and
- 2 continue to move forward with the future of
- technology, especially as it relates to renewable
- energy. We thank you very much for that.
- 5 So I will say that the Plan Commission
- 6 has approved the request from Hendrickson USA LLC
- for your special use permit for your variations
- and for the new solar array on the 4.8-acre farm
- 9 land -- solar farm land of the M-2 general
- manufacturing district located at 501 Caton Farm
- Road with the ten conditions discussed earlier,
- and those conditions will be attached to our
- minutes of this meeting, and we will forward our
- recommendation to the City Council. The Plan
- Commission is only a recommending body, and it
- sounds like the City Council will hear your case
- at their work succession on May 12th, so I
- encourage, and I'm sure you will be there to
- reiterate the terrific presentations that you both
- made. And, again, I thank you for being a part of
- 21 Crest Hill and we look forward to this exciting
- new venture.
- CHRIS BATSCH: Thank you very much.
- UNIDENTIFIED SPEAKER: Thank you.

- 1 CHAIRMAN THOMAS: Thank you.
- So we have other business to do. If you
- want to stick around, you're welcome to, but you
- can also feel free to get up and leave without
- 5 disturbing us, that would be fine. We look
- forward to seeing you on May 12th.
- 7 CHRIS BATSCH: Thank you.
- 8 CHAIRMAN THOMAS: Thank you very much.
- So we have other business on our agenda.
- The first one being the presentation, discussion,
- and approval regarding the proposed amendments to
- the Plan Commission Bylaws.
- And, Mike, is there something you want to
- just make some comments on or...
- MIKE STIFF: Not really. I mean, this
- has already been -- the only change that was made
- was there was a -- City Council clarified the
- ordinance with respect to compensation and the
- number of absences, so we just incorporated the
- 20 new ordinance by reference into this, and then I
- think we added a signature line for Patrick since
- he is new as the actual director of community and
- economic development, and then, obviously, the
- dates changed, but, other than that, I think this

- is what you discussed and vetted and everybody was
- okay with back in October, we just haven't had a
- meeting since then to approve it.
- CHAIRMAN THOMAS: Yeah, it has taken us
- ⁵ this long to get together to be able to approve
- ⁶ it.
- So assuming everybody has had a chance to
- 8 read it and is in agreement with everything we
- ⁹ said there, I would like to have a motion to
- approve these bylaws and the changes as presented.
- 11 COMMISSIONER CARROLL: So moved.
- 12 COMMISSIONER PETERSON: Second.
- 13 CHAIRMAN THOMAS: Motion by Commissioner
- ¹⁴ Carroll. Second by Commissioner Peterson.
- Any more discussion on it? Good to go?
- So roll call, please, Samantha.
- SAMANTHA TILLEY: Ken Carroll?
- 18 COMMISSIONER CARROLL: Yes.
- SAMANTHA TILLEY: Jeff Peterson?
- COMMISSIONER PETERSON: Yes.
- SAMANTHA TILLEY: Marty Flynn?
- 22 COMMISSIONER FLYNN: Yes.
- SAMANTHA TILLEY: John Stanton?
- COMMISSIONER STANTON: Yes.

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             SAMANTHA TILLEY: Cheryl Slabozeski?
             COMMISSIONER SLABOZESKI:
             SAMANTHA TILLEY:
                                Angelo DeSerio?
             COMMISSIONER DESERIO:
                                    Yes.
5
                                Bill Thomas?
             SAMANTHA TILLEY:
             CHAIRMAN THOMAS: Yes.
             SAMANTHA TILLEY: Motion carried.
             CHAIRMAN THOMAS: Okay. Is there any
    other business?
10
             Commissioner DeSerio, any other business
11
    you would like to present to the Plan Commission?
12
             COMMISSIONER DESERIO: Yes, there is,
13
    Mr. Chairman.
14
             To Chairman William Thomas, Chairman of
15
    the Crest Hill Plan Commission, as of tonight at
16
    the close of business tonight I am submitting my
17
    resignation as a commissioner to the Planning
18
    Commission.
                It's with a humble heart that I do
19
    this.
           I have been on this Planning Commission
20
    since, I believe, 2020, if not before that.
21
    appreciate the knowledge I have received.
22
    submit a letter to you and Samantha and Christine
23
    Vershay. This is not a resignation because of any
    ill will, it is a resignation because I was
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- 1 elected as Alderman of Ward 1 and I cannot serve
- on both positions.
- 3 CHAIRMAN THOMAS: You know, normally I
- would say, wow, we're really sorry to see you go,
- but in this particular case we are very excited to
- see you the now become a member of the Plan
- Commission, and you have been a definite asset to
- 8 the Plan Commission. You have served as secretary
- ⁹ for the last four of your five years and we wish
- you nothing -- nothing but the best as you go
- 11 forward, so thank you.
- MIKE STIFF: I actually thought you were
- qoing to ask Commissioner Peterson if you could
- take your chair over there for tonight's meeting,
- ¹⁵ but...
- 16 CHAIRMAN THOMAS: Yeah. So we have --
- May, according to our new bylaws, the month of May
- is when we reelect chairman, vice chairman and
- secretary, so I think when we have our May meeting
- on the agenda we will put election -- election of
- officers should already be going to be on there.
- MIKE STIFF: Patrick has just indicated
- that we currently have no May agenda items, so it
- will have to be June, unless you want to meet just

- to reorganize.
- PATRICK ANSWORTH: I guarantee you we
- will have at least one agenda for June.
- 4 CHAIRMAN THOMAS: So we weren't able to
- ⁵ pull that meeting to a special meeting later in
- 6 the month?
- 7 PATRICK ANSWORTH: Staffing times and --
- 8 CHAIRMAN THOMAS: Okay. Well, that's
- ⁹ fine. We'll put it on the June agenda. If we
- don't have a meeting we don't need a secretary
- until then, so...
- Okay. Well, that takes care of the other
- business and I don't see anybody out there to make
- public comments, so with no public comment
- required can we have a motion for adjournment?
- And I have actually already penciled in that
- 17 Commissioner DeSerio is going to make the motion
- for adjournment this meeting, his last meeting.
- 19 COMMISSIONER DESERIO: So moved.
- CHAIRMAN THOMAS: So I need a second.
- COMMISSIONER FLYNN: I'll second.
- CHAIRMAN THOMAS: Was that Marty?
- COMMISSIONER FLYNN: Yes.
- CHAIRMAN THOMAS: All right.

```
Commissioner Flynn for the second.
             And can we have a roll call, please?
             SAMANTHA TILLEY: Angelo DeSerio?
             COMMISSIONER DESERIO:
             SAMANTHA TILLEY: Marty Flynn?
             COMMISSIONER FLYNN:
                                  Yes.
             SAMANTHA TILLEY: John Stanton?
             COMMISSIONER STANTON:
             SAMANTHA TILLEY: Jeff Peterson?
10
             COMMISSIONER PETERSON: Yes.
11
             SAMANTHA TILLEY: Ken Carroll?
12
             COMMISSIONER CARROLL: Yes.
13
             SAMANTHA TILLEY: Cheryl Slabozeski?
14
             COMMISSIONER SLABOZESKI: Yes.
15
             SAMANTHA TILLEY: Bill Thomas?
16
             CHAIRMAN THOMAS: Yes.
17
             SAMANTHA TILLEY: Motion carried.
18
             CHAIRMAN THOMAS: So meeting adjourned at
19
    7:58 -- 7:59.
20
             (The meeting was adjourned at 7:59 p.m.
21
             on April 24th, 2025.)
22
23
24
```

```
1
              STATE OF ILLINOIS)
                                    SS:
              COUNTY OF WILL
              Hailey Schoot, CSR, RPR, being first duly
       sworn, on oath says that she is a court
       reporter doing business in the State of
       Illinois; and that she reported in shorthand
8
       the proceedings of said meeting and that the
       foregoing is a true and correct transcript of
10
       her shorthand notes so taken as aforesaid, and
11
       contains the proceedings given at said
12
       meeting.
13
14
                                Hailey Schoot
15
16
                               Hailey Schoot, CSR, RPR
17
                               Illinois CSR License
                               084-004897
18
19
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22
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ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL USE PERMIT FOR A "UTILITY FACILITY" (SOLAR ARRAY) AND A VARIATION OF SECTION 11.6-1 OF THE CREST HILL ZONING CODE WITH RESPECT TO THE CONSTRUCTION OF THE EMERGENCY ACCESS ROAD ON PIN 11-04-33-100-002-0000, AND A VARIATION FROM CITY CODE SECTION 15.04.040(I)(8) TO ALLOW A DRIVEWAY WIDTH OF 45 FEET ON PIN 11-04-33-100-003-0000 SUBJECT TO CONDITIONS (APPLICATION OF HENDRICKSON USA, LLC)

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 Applicant, Hendrickson USA, LLC ("Hendrickson") is the owner of certain property located within the corporate boundaries of the City, consisting of two PIN numbers (11-04-33-100-003-0000 and 11-04-33-100-002-0000) that is commonly known as 501 Caton Farm Road in the City of Crest Hill, Illinois ("Subject Property"); and

WHEREAS, the Subject Property is presently zoned M-2 (General Manufacturing District) and is legally described on Exhibit A attached hereto and fully incorporated herein; and

WHEREAS, on or about March 31, 2025, Hendrickson, through its representative, Verde Solutions submitted an Application for Development ("Application") to the City seeking, *inter alia*, the following zoning relief:

- 1. Approval of a Special Use Permit for a Utility Facility (Ground Mounted Solar Array) on Hendrickson's property bearing PIN 11-04-33-100-003-0000, which is currently a partially vacant lot which is also used for Manufacturing; and
- 2. A Variation from Section 11.6-1 (Parking and Loading Surfaces) of the Crest Hill Zoning Ordinance to allow the emergency access road which circles the proposed ground mounted solar array to be constructed of an engineered gravel surface consisting of a subgrade fabric and 3/4" stone sized limestone material rather than asphalt or concrete.
- 3. A Variation from Section 15.04.040(I)(8) of the Crest Hill Building Code Standards to allow a driveway entrance on PIN 11-04-33-100-003-0000 to exceed the 30' maximum width by 15' for a total allowable width of 45'.

WHEREAS, following the submission of the application and evaluation by City Staff, it was determined that the existing driveway entrance to the Subject Property's eastern portion of the property bearing PIN 11-04-33-100-002-0000 from Caton Farm Road is not paved and consists of gravel, thereby making it non-conforming to the current Zoning Ordinance; and

WHEREAS, City Staff has recommended that the subject driveway located on the eastern portion of the property bearing PIN 11-04-33-100-002-0000 be brought into conformance by paving it subject to the City's construction standards and Section 11.6-1 of the Zoning Ordinance, and the Plan Commission concurred in the recommendation and made the driveway conformance a condition of the granting of the Special Use Permit and Variations; and

WHEREAS, Hendrickson has agreed to all the recommended conditions as outlined in the April 17, 2025 Staff Memorandum; and

WHEREAS, on April 24, 2025, the City of Crest Hill Plan Commission conducted a public hearing on the Application, due notice having been published and provided for the same, and at that time, the Plan Commission unanimously recommended conditional approval of the Application, as stated in the Plan Commission's written Findings and Decision, a copy of which is attached hereto as Exhibit B and fully incorporated herein; and

WHEREAS, the City Council has reviewed and concurred with the Plan Commission's Findings and Decision and hereby determines and declares that it is necessary, expedient, and in the best interests of the City and its citizens to approve Hendrickson's Application, subject to conditions and as set out in this Ordinance.

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: The City Council hereby approves the Application of Hendrickson and grants to Hendrickson the following:

- 1. A Special Use Permit to construct on and utilize the property bearing PINs 11-04-33-100-002-0000 and 11-04-33-100-003-0000 as, inter alia, a Utility Facility (Ground Mounted Solar Array) in substantial conformance with the March 31, 2025 Verde Solutions Special Use Permit Request subject to all conditions contained in the April 17, 2025 Crest Hill Staff Memorandum, attached hereto as Exhibit C and incorporated herein.
- 2. A Variation from Section 11.6-1 (Parking and Loading Surfaces) of the Crest Hill Zoning Ordinance to allow the emergency access road which circles the proposed ground mounted solar array to be constructed of an engineered gravel surface consisting of a subgrade fabric and 3/4" stone sized limestone material rather than asphalt or concrete in accordance with the March 31, 2025 Verde Solutions Special Use Permit Request and Exhibit C.
- 3. A Variation from Section 15.04.040(I)(8) of the Crest Hill Building Code Standards to allow the existing driveway entrance on PIN 11-04-33-100-003-0000 to be maintained which exceeds the 30' maximum width by 15' for a total allowable width of 45'.

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: This Ordinance shall be in full force and effect from and after the later occurring of (i) its passage, approval and publication in pamphlet form as provided by law and (ii) execution of the "Unconditional Agreement and Consent" attached hereto as <u>Exhibit D</u> and fully incorporated herein. In the event that <u>Exhibit D</u> is not duly executed within sixty (60) days following the adoption of this Ordinance, this Ordinance shall thereafter be null and void and of no further legal effect and shall be deemed to have been automatically repealed and rescinded without any further action by the City Council or notice or hearing due to Hendrickson.

[Intentionally Blank]

	Aye	Nay	Absent	Abstain
Alderman Scott Dyke				
Alderman Angelo DiSerio				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert Alderman Joe Kubal				
Mayor Raymond R. Soliman				
Mayor Raymond R. Somman				
	Christ	ine Vershay-	Hall, City Cl	erk
		,	, ,	
APPROVED THIS 19 TH DAY OF MAY, 2025				
Raymond R. Soliman, Mayor				
ATTECT.				
ATTEST:				
Christine Vershay-Hall, City Clerk				

Exhibit A Legal Description

LEGAL DESCRIPTION PARCEL I:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION S5, IN TOWNSHIP 36 NORTH, RANGE IO, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO LAVELLA BUILDING CORPORATION BY QUIT -CLAIM DEED RECORDED IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, AS DOCUMENT 75L202, WHICH NORTHEAST CORNER IS ALSO THE NORTHEAST CORNER OF THE WEST 14,98.84 FEET OF SAID NORTHWEST QUARTER AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 859.3I FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO JOHN F. ZELLER BY QUIT-CLAIM DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 909129, WHICH NORTHWEST CORNER IS ALSO THE NORTHWEST CORNER OF THE EAST 282.7I FEET OF SAID NORTHWEST QUARTER, THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 282 71 FEET AND THE WEST LINE OF SAID TRACT CONVEYED BY DOCUMENT 909129 A DISTANCE OF 577.61 FEET TO THE SOUTHWEST CORNER OF THE LAST ABOVE MENTIONED TRACT; THENCE WESTWARDLY A DISTANCE OF 156.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE TRACT OF LAND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY OUIT-CLAIM DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT LI936, WHICH POINT IS LI8 19 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST OUARTER MEASURED PERPENDICULARLY THERETO; THENCE WESTWARDLY ALONG SAID NORTHERLY LINE OF SAID TRACT CONVEYED BY SAID DOCUMENT 419056 A DISTANCE OF 725.15 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 754202, WHICH SOUTHEAST CORNER IS ON THE EAST LINE OF SAID WEST 1498.84 FEET AND THENCE NORTH ALONG THE EAST LINE OF SAID TRACT CONVEYED BY DOCUMENT 754202 AND ALONG SAID EAST LINE OF THE WEST 1L98.84 FEET A DISTANCE OF 635.69 FEET TO THE PLACE OF BEGINNING, IN WLLL COUNTY, ILLINOIS.

PARCEL II:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SECTION 33, ON THE SOUTH BY THE NORTHERLY LINE AND ON SAID LINE EXTENDED WESTERLY OF LAND CONVEYED BY FLORENCE O. WINSHIP AND B.W. WINSHIP, ET AI, TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED DATED APRIL 14, 1928 AND RECORDED JUNE 7, 1928 IN BOOK 661, PAGE 564, AS DOCUMENT 419036, ON THE WEST BY LAND CONVEYED BY FLORENCE O. WINSHIP, ET AI, TO THE CATHOLIC BISHOP OF CHICAGO BY WARRANTY DEED DATED FEBRUARY 10.

1928 AND RECORDED JUNE 5, 1928 IN BOOK 661, PAGE 554, AS DOCUMENT 418951, AND ON THE EAST LINE BY A LINE 1498.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER AND EXCEPT THAT PROPERTY CONVEYED BY LAVELIA BUILDING CORPORATION TO MARTIN D. MCNAMARA, TRUSTEE, BY DEED RECORDED MAY31, 1955AS DOCUMENT 774760, IN WILL COUNTY, ILLINOIS.

Commonly known as: 501 Caton Farm Road in the City of Crest Hill, Illinois

Bearing the current PINs: 11-04-33-100-002-0000 and 11-04-33-100-003-0000

Exhibit B

Plan Commission Findings and Decision April 24, 2025

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

IN RE:)	
The application of Hendrickson USA, LLC For a Special Use Permit and Variations to the City of Crest Hill Zoning Code and Code of Ordinances))))	No. SU-25-2-4-1

FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-25-2-4-1

THE APPLICATION OF HENDRICKSON USA, LLC FOR A SPECIAL USE PERMIT FOR A UTILITY FACILITY (GROUND MOUNTED SOLAR ARRAY) AND VARIATIONS TO SECTION 11.6-1 OF THE CREST HILL ZONING ORDINANCE AND SECTION 15.04.040(I)(8) OF THE CITY OF CREST HILL BUILDING CODE ON PROPERTY LOCATED AT 501 CATON FARM ROAD

THIS APPLICATION, coming before the City of Crest Hill Plan Commission for decision, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on April 24, 2025, and being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, Hendrickson USA, LLC is the owner of certain property located on two PIN numbers at 501 Caton Farm Road in the City of Crest Hill and as legally described in Exhibit "A" hereto, which parcels are zoned M-2 General Manufacturing.
 - B. That the application seeks the following:

An M-2 special use permit for construction and operation of a Utility Facility (Ground Mounted Solar Array) which will supply 100% of its electrical and power needs on the property described in the application, approximately 4.8 acres on the west side of its property and part of PIN: 11-04-33-100-002-0000 (the "Property"), as legally described in Exhibit "A".

- 1. A Variation from Section 11.6-1 (Parking and Loading Surfaces) of the Crest Hill Zoning Ordinance to allow the emergency access road which circles the proposed ground mounted solar array to be constructed of an engineered gravel surface consisting of a subgrade fabric and 3/4" stone sized limestone material rather than asphalt or concrete.
- 2. A Variation from Section 15.04.040(I)(8) of the Crest Hill Building Code Standards to allow a driveway entrance on PIN 11-04-33-100-003-0000 to exceed the 30' maximum width by 15' for a total allowable width of 45'.
 - C. That the Property is currently zoned M-2;
 - D. That the proposed use is not allowed on the Property as currently zoned;

- E. That the Property described in the application is currently zoned as General Manufacturing District, with M-1 and M-2 zoning adjacent thereto;
- F. That the application for the Special Use Permit and Variations was properly submitted to the City and notice of the application and the Public Hearing were properly published;
 - G. That no interested parties filed their appearances herein;
- H. That the public hearing was opened and called to order on April 24, 2025, and the Applicant presented evidence and arguments in support of its application on that date, and members of the public were allowed to make comment and examine the Applicant's witnesses. The public hearing was duly transcribed by a certified shorthand reporter of the State of Illinois;
- I. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;
- K. That the proposed special use for the Utility Facility (Ground Mounted Solar Array) red under section 12.7 of the zoning code, meets the standards for the granting of the special use under section 12.7-6 as the proposed development meets all of the criteria set forth in subsections 12.7-6(1), (2), (3), (4), (5) and (6) for the reasons set forth on the record in the Plan Commission meeting held on April 24, 2025 as well as those recommendations and comments contained in the City of Crest Hill staff report dated April 17, 2025, and subject to the conditions set forth therein;
- L. That the requested Variation from Section 11.6-1 (Parking and Loading Surfaces) are for the reasons set forth on the record in the April 24, 2025 Plan Commission Meeting and in the City of Crest Hill staff report dated April 17, 2025, and subject to the conditions set forth therein, is also determined to be acceptable and meet the standards for Variations as established by Section 12.6-2 of the zoning ordinance;
- M. That the requested Variation from Section 15.04.040(I)(8) of the Crest Hill Building Code Standards is also determined to be conditionally accepted for the reasons set forth on the record in the April 24, 2025 Plan Commission meeting and in the City of Crest Hill staff report dated April 17, 2025.

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 Code of Ordinances and Zoning Ordinance for the granting of special uses and Variations, as follows:

1. That the application of Hendrickson USA, LLC for an M-2 Special Use Permit for the construction and operation of a Utility Facility (Ground Mounted Solar Array) on 4.8 acres of currently vacant land on PIN: 11-04-33-100-002-0000 (the "Property"), as legally described in Exhibit "A", in an M-2 zoning district was conditionally recommended to be approved and is supported by the evidence adduced during the April 24, 2025 public hearing and as outlined in the April 17, 2025 City of Crest Hill staff report;

- 2. That the application of Hendrickson USA, LLC for a Variation from Section 11.6-1 (Parking and Loading Surfaces) of the Crest Hill Zoning Ordinance to allow the emergency access road which circles the proposed ground mounted solar array to be constructed of an engineered gravel surface consisting of a subgrade fabric and 3/4" stone sized limestone material rather than asphalt or concrete on 4.8 acres of currently vacant land on PIN: 11-04-33-100-002-0000 (the "Property"), as legally described in Exhibit "A", in an M-2 zoning district was conditionally recommended to be approved and is supported by the evidence adduced during the April 24, 2025 public hearing and as outlined in the April 17, 2025 City of Crest Hill staff report;
- 3. That the application of Hendrickson USA, LLC for a Variation from Section 15.04.040(I)(8) of the Crest Hill Building Code Standards to allow a driveway entrance on PIN 11-04-33-100-003-0000 to exceed the 30' maximum width by 15' for a total allowable width of 45' as legally described in Exhibit "A", in an M-2 zoning district was conditionally recommended to be approved and is supported by the evidence adduced during the April 24, 2025 public hearing and as outlined in the April 17, 2025 City of Crest Hill staff report.
- 4. These conditional approvals are subject to all conditions enumerated in the April 17, 2025 City of Crest Hill staff report which is attached hereto and made part of this Findings and Decision document.
- 5. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the Special Use Permit and Variations as outlined herein be conditionally approved by the City Council.

[Left Intentionally Blank]

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 24th Day of April, 2025 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Cheryl Slabozeski	<u>X</u>			
Commissioner John Stanton	<u>X</u>			
Commissioner Ken Carroll	<u>X</u>			
Commissioner Marty Flynn	<u>X</u>			
Commissioner Bill Thomas	<u>X</u>			
Commissioner Jeff Thomas	<u>X</u>			
Commissioner Angelo Deserio	<u>X</u>			
Approved:				
Bill Thomas, Chairperson				
Attest:				
Christine Vershay-Hall, City Clerk				

"Exhibit A"

LEGAL DESCRIPTION

PERMANENT INDEX NOS: 11-04-33-100-002-0000 AND 11-04-33-100-003-0000

LEGAL DESCRIPTION

PARCEL I:

A TRACT OF LAND IN THE NORTHWEST QUARTER OF SECTION S5, IN TOWNSHIP 36 NORTH, RANGE IO, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT THE NORTHEAST CORNER OF THE TRACT OF LAND CONVEYED TO LAVELLA BUILDING CORPORATION BY QUIT -CLAIM DEED RECORDED IN THE RECORDER'S OFFICE OF WILL COUNTY, ILLINOIS, AS DOCUMENT 75L202, WHICH NORTHEAST CORNER IS ALSO THE NORTHEAST CORNER OF THE WEST 14.98.84 FEET OF SAID NORTHWEST QUARTER AND RUNNING THENCE EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 859.3I FEET TO THE NORTHWEST CORNER OF THE TRACT OF LAND CONVEYED TO JOHN F. ZELLER BY OUIT-CLAIM DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT 909129, WHICH NORTHWEST CORNER IS ALSO THE NORTHWEST CORNER OF THE EAST 282.7I FEET OF SAID NORTHWEST QUARTER, THENCE SOUTH ALONG THE WEST LINE OF SAID EAST 282 71 FEET AND THE WEST LINE OF SAID TRACT CONVEYED BY DOCUMENT 909129 A DISTANCE OF 577.61 FEET TO THE SOUTHWEST CORNER OF THE LAST ABOVE MENTIONED TRACT; THENCE WESTWARDLY A DISTANCE OF 156.08 FEET TO A POINT ON THE NORTHERLY LINE OF THE TRACT OF LAND CONVEYED TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY QUIT-CLAIM DEED RECORDED IN SAID RECORDER'S OFFICE AS DOCUMENT L1936, WHICH POINT IS LI8 19 FEET WEST FROM THE EAST LINE OF SAID NORTHWEST QUARTER MEASURED PERPENDICULARLY THERETO; THENCE WESTWARDLY ALONG SAID NORTHERLY LINE OF SAID TRACT CONVEYED BY SAID DOCUMENT 419056 A DISTANCE OF 725.I5 FEET TO THE SOUTHEAST CORNER OF SAID TRACT OF LAND CONVEYED BY DOCUMENT 754202, WHICH SOUTHEAST CORNER IS ON THE EAST LINE OF SAID WEST 1498.84 FEET AND THENCE NORTH ALONG THE EAST LINE OF SAID TRACT CONVEYED BY DOCUMENT 754202 AND ALONG SAID EAST LINE OF THE WEST 1L98.84 FEET A DISTANCE OF 635.69 FEET TO THE PLACE OF BEGINNING, IN WLLL COUNTY, ILLINOIS.

PARCEL II:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SECTION 33, ON THE SOUTH BY THE NORTHERLY LINE AND ON SAID LINE EXTENDED WESTERLY OF LAND CONVEYED BY FLORENCE O. WINSHIP AND B.W. WINSHIP, ET AI, TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED DATED APRIL 14, 1928 AND RECORDED JUNE 7, 1928 IN BOOK 661, PAGE 564, AS DOCUMENT 419036, ON THE WEST BY LAND CONVEYED BY FLORENCE O. WINSHIP, ET AI, TO THE CATHOLIC BISHOP OF CHICAGO BY WARRANTY DEED DATED FEBRUARY 10,

1928 AND RECORDED JUNE 5, 1928 IN BOOK 661, PAGE 554, AS DOCUMENT 418951, AND ON THE EAST LINE BY A LINE 1498.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER AND EXCEPT THAT PROPERTY CONVEYED BY LAVELIA BUILDING CORPORATION TO MARTIN D. MCNAMARA, TRUSTEE, BY DEED RECORDED MAY31, 1955AS DOCUMENT 774760, IN WILL COUNTY, ILLINOIS.

Commonly known as: 501 Caton Farm Road in the City of Crest Hill, Illinois

Exhibit C

April 17, 2025 City of Crest Hill Staff Memorandum and Application Drawings



To: Plan Commission/ZBA

Patrick Ainsworth, AICP, Community and Economic Development Director

From: Ronald Mentzer, Community & Economic Development Consultant

Date: April 17, 2025

Consideration of Case Number SU-25-2-4-1 - Request of Hendrickson USA LLC seeking approval for a Special Use Permit and Variations for a New Solar Array which is Classified as a Utility Facility under the Crest Hill Zoning Ordinance on a 4.8-acre area of land in a M-2 General Manufacturing District located at 501 Caton Farm Road in

Re: Crest Hill, Illinois

Project Details

Project	Utility Facility (Solar Array)
Request	Special Use for Utility Facility
	Variation for Surface Material
	Deviation from Curb Cut Width
Location	501 Caton Farm Road

Site Details

Building Sizes	N/A	
Site Area	24.6 Acres	

Land Use and Zoning Summary

	Land Use	Comp Plan	Zoning
Subject Parcel	Vacant & Manufacturing	Manufacturing	M-2
North	Stateville	Stateville	M-1
South	ComEd	Manufacturing	M-2
East	Manufacturing	Manufacturing	M-2
West	Cemetery	Community Facilities	M-1

PROJECT SUMMARY

Verde Solutions, on behalf of Hendrickson USA LLC (the "Applicant"), has submitted an application package for the City's potential approval of a Special Use Permit with Variations for the construction and operation of a 4.8-acre solar array to assist with powering the approximately 100,000 SF, Hendrickson Manufacturing Facility (see Attachment A for the Application). The Applicant has selected the vacant land to the west of their manufacturing facility to improve with the proposed solar array and an emergency vehicle only access road. The Applicant is proposing to limit land disruption and pave as little of the existing lot which presents a Variation request to improve the emergency vehicle access road with an engineered gravel material. There are two parcels within the entire property that are both owned by the Applicant. Since the solar array is improved on the vacant lot to the west and will power the existing manufacturing facility, both PINs are included in the Application (PIN 11-04-33-100-002-

PC/ZBA Staff Report April 24, 2025 Hendrickson USA LLC - Special Use and Variance Application

0000 and 11-04-33-100-003-0000). The Applicant has operated at the current location for almost 50 years and are planning to update parts of their property over the next couple of years starting with the solar array.

Project Background

In August 2024, the Applicant met with the Community Development staff to obtain preliminary feedback on the preliminary concept and see what the process was to move forward on this project. Community Development staff realized the project scope and determined that a Special Use was required size under the classification of Utility Facility. The Crest Hill Zoning Code defines the land use of Utility Facility below:

UTILITY FACILITY: A service and its related facilities which ostensibly provides for the benefit of the general utility services including, but not limited to: water, sanitary sewer, storm sewers, electrical, telephone, natural gas, radio, television, radar, Wi-Fi, and related utilities

The collective power generated from the solar panels will total approximately 1.185 megawatts which, is stated in the Application, can supply all of the annual power needed for the Hendrickson USA facility. Given the size of this project, the Lockport Fire Protection District was consulted on the access for this project and requested an access road in order to serve the property in the event of a fire or other emergency. A design solution was reached which will allow for an access road to be improved around the solar array for emergency vehicles only and will be improved with a subgrade fabric and 3/4" stone size limestone gravel surface which was reviewed by the City Engineer. Improving the access road with asphalt or concrete would trigger stormwater detention requirements and thus would not make this project feasible for the Applicant. This access road will be within the fenced area and the access road cannot be accessed through Caton Farm (the only access is through their private property). I will be used for emergency vehicles only.

There are several additional steps that are being taken to assist with the design and placement of this project which includes maintaining an approximately 180 foot setback from Caton Farm Road, over 200 new live plantings will be added to the perimeter of this project to enhance the property's landscaped area, the entire solar array will be fenced off so no unauthorized personnel can access this area and the entrance into the solar array will be locked. The Lockport Fire Protection District will have access to the fenced off area in the event of an emergency.

If the Special Use and the Variation/Deviation requests are approved, the Applicant plans to start the permit process and construction of the solar array this year.

Planning, Zoning, and City Code Analysis

Zoning Ordinance and Crest Hil City Code Regulations – The following subsections assess the submittals in relation to the Zoning Ordinance and the Crest Hill City Code. There are several components of the project to review in comparison to this document, hence there are multiple attributes of this project that are detailed below.

Off Street Parking – There are no parking requirements for a Utility Service given the notion that the solar array is an accessory use of providing renewable electricity to the primary manufacturing facility of the Applicant on the parcel to the east (PIN 11-04-33-100-003-0000). This is essentially an unmanned facility which will have a monitoring system and will require minimal maintenance during the lifespan of the solar array.

Zoning Regulations for M-2 General Manufacturing District Related to the Solar Array Only

Minimum Lot Area	1 Acre Required	24.6 Acres Provided
Accessory Structure Height	15 Foot Max Allowed Height	10.57 Feet Proposed
Front Yard Setback	30 Feet Required	Approx. 180 Feet Proposed
Interior Side Yard Setback	20 Feet Required	Approx. 77 Feet Proposed (West)
Interior Side Yard Setback	20 Feet Required	Approx. 297 Feet Proposed (East)
Rear Yard Setback	20 Feet Required	Approx. 142 Feet Proposed
Lot Coverage	85% Max Allowed	20.5% Presented
Access Road Surface	Dust free hard surface such	
Material	as asphalt or concrete	3/4" Stone Size Limestone Material*

^{*}Variance being requested for the emergency access road surface material.

As shown in the table above, all bulk regulations are in compliance between the proposed project and the Crest Hill Zoning Ordinance. Note, the solar array may have to move slightly based on final engineering review when comparing stormwater drainage patterns. Any slight adjustment will still conform to all setbacks and the maximum location adjustment will be no more than 10 feet. Also, the surface material of the access road is the requested Variance.

Fencing Regulations – Section 8.3-9.1.b of the Zoning Ordinance allows for fencing up to eight feet in height for non-residential zoned properties. The Applicant is proposing a six-foot-tall chain link fence with the addition of a one-foot barbed wire atop of the chain-link fence for a total height of seven feet. There are no restrictions on adding barbed wire to fencing in non-residential zoning districts. As such, the proposed fencing is in compliance with the Zoning Ordinance.

Emergency Access Road Paving Material With Solar Array Project Area – As mentioned above, the Applicant is requesting a variance for Zoning Ordinance Code Section 11.6-1 as all parking, drive and loading areas needs to be improved with asphalt, concrete or similar materials. In addition to this being an access road for emergency vehicles only, there is a known flood zone south of the subject property. The property with the flood zone is owned by ComEd.

Reducing the amount of impervious surface on this site will assist with drainage efforts for the area to the south. Additionally, according to the Will County Stormwater Ordinance, solar panels are exempt from site runoff storage requirements provided certain criteria are met (See the Stormwater Report in Attachment B for reference). According to the Stormwater Report all criteria for this proposed solar array have been met. Therefore, maintaining an access road with a subgrade fabric and a ¾" stone size limestone gravel material, in addition to the lack of impervious surfaces from the solar array, will cumulatively assist with drainage and reduce the need for additional stormwater detention facilities.

Existing Driveways and Loading Area— Since the Plat of Survey shows the driveway entrance from Caton Farm Road leading to the accessory building improved with a gravel surface, staff has worked with the Applicant to transition this surface from a gravel material to a dust free hard surface which will bring this portion of the property into conformity with the Zoning Ordinance. This particular improvement is less than 25,000 square feet which will not require stormwater detention requirements. A condition has been added to the staff recommendation regarding this matter.

Additionally, the driveway entrance on the eastern lot with the PIN of 11-04-33-100-003-0000 measures approximately 45 feet at the property line. Per City Code Section 15.04.040(I)(8), the maximum driveway width allowed is 30'. As such, another deviation/variation is being requested to

PC/ZBA Staff Report April 24, 2025 Hendrickson USA LLC - Special Use and Variance Application

allow for a 45-foot-wide driveway. The Applicant plans to resurface all parking lot and drive aisle areas in the near future so it is prudent to request this City Code deviation now to assist the Applicant with these future improvements.

Live Planting Requirement Section – City Code Section 15.04.040(I)(2)(b)(2) states that 1 approved planting per 725 square feet of improved land area is required which results in a minimum of 313 plantings required for this site. The proposed landscape plan shows that 313 plantings will be provided with 99 live plantings and trees are already improved on site, and 216 live plantings are being added to the improved area. The number of live plantings complies with this code section.

<u>Comprehensive Plan</u> – The 2014 Crest Hill Comprehensive Plan is a land use guide to ensure logical and orderly growth of the community. With this notion, this document was reviewed in comparison to this project to ensure that this guide is being followed. That analysis is discussed below in more detail.

The City's 2014 Comprehensive Plan assigns this property as Light Industrial on the Future Land Use Map. Light Industrial is further defined within this document stating, "Industrial uses include activities related to the manufacturing, fabrication, storage, and assembly of a variety of goods and materials. Industrial uses in Crest Hill vary greatly in terms of external impacts and relationship to surrounding development. In some cases, large industrial areas are separated by major streets or open spaces".

Since the property is already improved with a manufacturing use and the Applicant is preparing to add a solar array to help power this facility, the proposed improvement is in-line with the Crest Hill Comprehensive Plan.

Additionally, under the Development Improvement Considerations section (pages 50-51), the following item was also stated about enhancements made to the industrial properties, "New infrastructure should be designed to provide flexibility for future expansions and retrofits, especially in Crest Hill's potential industrial growth areas. This will allow the City to evolve its systems to respond to emerging technologies and services in an effort to remain competitive for long-term economic development."

This recommendation establishes the notion of modernizing facilities with emerging utility technology that can assist our business community with new energy sources and provide an economic benefit which results in a more competitive advantage. The proposed solar array will generate enough power to fulfill all of Hendrickson USA's operations thereby allowing this local employer to maintain operations with a cost-effective alternative power source.

STAFF RECOMMENDATION

Staff recommends that the Plan Commission approve of the requested Special Use and the Variances. Should the Plan Commission recommend approval to the City Council, then the following conditions shall be considered as part of the recommendation:

Conditions of Approval:

- 1. That the drawings submitted for a building permit shall be in substantial compliance with the drawings approved by City Council and identified below, unless otherwise noted in the remaining conditions:
 - Solar Ground Mount System Plans Engineered by PurePower Engineering last dated 3/28/2025

- Stormwater Management Permit Details Prepared by Hey and Associates Inc. Last Dated April 15, 2025
- Structural Detail Drawings Created by DCE Solar Sheets 1 through 5 Last Dated 3/6/2025
- Landscape Plans Created by Hey and Associates Inc. Last Dated 3/31/2025
- 2. The gravel driveway and loading area in the front of the accessory building on the property with the Permanent Index Number of 11-04-33-100-002-0000 shall receive a permit to transition this surface material to an approved surface material to be in compliance with Zoning Ordinance Section 11.6-1 and follow applicable construction standards. This specific area includes the driveway entrance from Caton Farm Road leading to the accessory building as well as to the gates of the solar array area. This permit shall be issued before May 19, 2026.
- The emergency access road containing the 3/4" limestone surface material shall be improved with a base material and construction method approved by the City Engineer. All details of the materials and construction methods shall be submitted with the building permit application for the solar array.
- 4. The thickness of stone for the temporary construction access road should be at least two inches thick.
- 5. Prior to permit issuance for the solar array the structural calculations report provided with through submittal will need to be signed and stamped by a Licensed Structural Engineer.
- 6. A Fire Truck Turning Performance Analysis shall be provided for review and approval as part of the building permit application submittal for the solar array.
- 7. If any new outdoor lighting is being proposed with this project, then a Photometric Plan shall be provided at time of submitting a building permit application to ensure compliance with applicable codes and regulations.
- 8. All required final design drawings and related supporting project information shall be submitted for final engineering review and approval in conjunction with the formal building permit application submitted for the solar array.
- All new shade trees, ornamental trees, and evergreen trees proposed on north of the solar array shall be planted with a minimum height of six feet and a minimum of 2.5" caliber at time of planting.
- 10. All conditions made with this Ordinance shall be transferred to any new property owner.

Attachments:

Attachment A – Plan Commission Application Attachment B – Application Submittals and Drawings

EXHIBIT A - AERIAL PHOTO OF SUBJECT PROPERTY LOCATION WITH ZONING OVERLAY







Application for Development

For Office Use Or	nly: Case Number:
Project Name: Hendrickson USA	- Solar PV
Owner: Hendrickson USA LLC	Correspondence To: Grace Rasmussen, Verde Solutions Ll
Street address:	Street address:
City, St., Zip:	City, St., Zip:
Phone:	Phone:
Email:	Email:
Property Address: Street address:	Property Information: Lot Width: 830.038 ft
City, St., Zip: Crest Hill, IL 60441	Lot Depth: 629.428
PIN: 11-04-33-10-002	Total Area: 549350.8329 sq ft (12.61 acres)
*Submit an electronic version of the le buildingdepartment@cityofcresthill.co	gal description only in a Word document to:
Existing Zoning: M2	Existing Land Use: General Manufacturing District
Requested Zoning: M2	Proposed Land Use: General Manufacturing District
Adjoining Properties Zoning and Uses North of Property: 11-04-28-100-003 Sta	
South of Property: 11-04-33-100-006	Commonwealth Edison Co
East of Property: 11-04-33-10-003 Ho	endrickson USA LLC
West of Property: 11-04-33-100-001	Roman Catholic Diocese
Purpose Statement (intended use and Install 1.18 MW of fixed tilt ground mounte Total area with fence is approximately 4.7	

Development Request: Please check all that apply and	d describe:
[] Rezoning:	
[X] Special Use: Ground Mounted Solar PV	
[] Variance:	
[] Planned Unit Development:	
[] Annexation:	
[] Plat:	
[] Other:	
Contact Information – If not yet known, please indicat all correspondences should be forwarded.	
[] Civil Engineer:	Phone:
Company:	_ Email:
[X] Contractor: Grace Rasmussen	Phone:
Company: Verde Solutions LLC	Email:
[] Architect:	Phone:
Company:	_ Email:
[] Builder:	_ Phone:
Company:	_ Email:
I agree to be present (in person or by counsel) when the	ne Plan Commission and City Council hear this
Grace Rasmussen Signature of the Applicant	3/10/2025
Signature of the Applicant	Date
If you (the applicant) are not the owner of record, plea	se provide the owner's signature.
Signature of the Owner	03/14/25
Signature of the Owner	Date

March 31, 2025

Special Use Permit Request for Ground Mounted Solar PV at 501 Caton Farm Road Crest Hill, IL 60441

To Whom It May Concern,

Verde Solutions is partnering with Hendrickson USA to develop a 4.8-acre ground mounted solar PV system at their facility located at 501 Caton Farm Road. The 12-acre field is owned by Hendrickson. Verde Solutions has over 10 years of experience in the solar industry, specializing in Illinois with our office located in Chicago.



Nearmap Imagery Taken October 10, 2024

Design and Intent

The system consists of (1,992) solar modules, equating to 1.185 MW DC capacity, and is intended to offset approximately 100% of Hendrickson's annual electric consumption. The panels are fixed at a 30-degree tilt to the south and arranged into nine rows. The array is enclosed with a fence and is setback approximately 180 feet south of Caton Farm Road. The solar system interconnects to Hendrickson's electrical infrastructure to supply their electrical needs behind the utility meter. The project received ComEd's interconnection and net metering approval



Go Green Get Ahead

March 7, 2025. All proposed solar equipment complies with the 2020 National Electric Code and City of Crest Hill ordinances. The inverters and utility AC disconnect are to be fenced in and located near their existing utility transformer on the west side of the main building.

Site Improvements

The proposed developed area of 4.8 acres will comply with the City's Building Ordinance Chapter 15. The landscaping plan includes (216) new trees and shrubs. Much of the proposed landscaping will screen the array from Caton Farm Road. The ground under the array will be covered with a native seed mix and include an erosion control blanket. The stormwater report describes how the ground mounted solar will affect the current drainage plan. It was determined that site runoff storage is not required for this project.

The fence is 6 feet tall chain link style with 1 foot of barbed wire. There is a 16-foot-wide vehicle access gate located at the northeast corner of the array.

Upon discussion with the City and Lockport Fire Protection District (LFPD), a gravel access path will be provided around the perimeter of the array within the fence to be used for emergency access. The gravel will be ¾" limestone loosely compacted. A variance is requested to accommodate this, as the path will be used for emergencies. Adequate turn clearance is provided per the Pierce Turning Performance Analysis provided by LFPD.

Operations and Maintenance

Once the solar system is installed, there is very little maintenance required. The solar system is fully static and rarely requires hands-on troubleshooting after energization. We offer maintenance packages custom to the client but a small percentage of our clients choose to do so. We recommend it is not necessary in the first five years of operation because adequate IL rainfall and the tilt of the modules naturally minimize dust and debris accumulation.

Maintenance and operations are primarily supported by the remote monitoring system, which alerts us and the client of any potential system faults. Most of these faults occur during system testing and commissioning, so our installers are still on site to address them. If a fault arises after we leave the site, we will first detect it remotely and work to resolve it. Should the issue require on-site attention, we will send 1-2 team members to troubleshoot. It usually takes a few hours to half a day.

The equipment has long warranties: Modules - 30 year performance, inverters - 20 year extended, and racking - 20 years.

If the client opts for our standard Verde Maintenance & Operations plan, we will perform a site visit once a year for one day, typically involving a visual inspection and documentation (1-2 people). If the plan is not selected, the system will remain hands-off.

Decommissioning Plan

While a decommissioning plan is not included in the active and current EPC contract with Hendrickson, we will offer to do so at the client's request when the time comes. As an industry standard, the expected useful life of the solar system is 30 years. The solar panels are warrantied against a 0.5% production degradation each year. By year



Go Green Get Ahead

30, the solar panels will be producing 85% of their original output. The solar system will continue to produce long after that, and it would be up to the client to decide to leave the system as is, upgrade to newer technology, or explore system removal.

During system removal, Verde would remove all of the tangible property relating to the solar system. The land would be restored to its original condition with the exception of buried conduits.

Verde Solutions would use Com2 Recycling Solutions for the Removal and Decommissioning of the dated solar panels. Com2 Recycling Solutions is an R2 Certified recycling company located in Chicagoland which complies with all rules and regulations relative to the recycling of solar panels and inverters. The Certificate of Recycling (COR) would be issued once fully recycled.

About Verde Solutions

Verde Solutions, founded in 2012 by Christopher Gersch, is a leader in energy efficiency and sustainability solutions. With over 2,600 completed projects across 48 states, we bring proven expertise in energy reduction and generation solutions for commercial, industrial, educational, and municipal projects. We have consistently demonstrated growth and leadership, earning recognition on the INC 5000 list multiple times and inclusion in Solar Power World's top commercial solar contractors in 2024. Our extensive experience with educational institutions and municipalities ensures that we are well-equipped to deliver a successful project. Notable similar projects that we have completed include a 777kW-DC ground mount for the Minooka Wastewater Treatment plant, a 1.2 MW ground mount at a gravel pit in Lakemoor, a combo rooftop and ground mount for a commercial client in St. Charles, and a 2MW rooftop and ground mount for the College of Lake County.

Further Discussion

The City identified a wetland on the neighboring parcel to the south (ComEd, 11-04-33-100-006-0000). The wetland firm is unable to complete a full delineation until ground conditions are favorable in May. Due to the IL Shines solar incentive block closing on June 1, 2025, which requires Special Use Permit approval, it was mutually agreed with the City that, following the wetland delineation results, the solar array will be adjusted if necessary to avoid negatively impacting the current drainage to the wetland. However, given the wetland is not in close proximity to the array, Verde does not anticipate the array moving much, if at all. The official wetland delineation will be promptly shared with the City and the impact to the array will be identified. The IL Shines solar incentive is lucrative and essential to the progress of this project.

Given our vast experience with solar ground mounts and Greater Chicagoland municipalities, we consider the landscaping and fire protection requirements to be above and beyond what other municipalities have required for parcels without neighboring residential zones. However, we fully understand that this project is subject to Crest Hill's approval and are eager to coordinate a successful solar system with the City.





We thank you for your consideration of this project and look forward to continuing discussions.

Regards,

Grace Rasmussen, Verde Solutions Project Engineer grasmussen@verdesolutions.com 312-268-2025

Site Plan Documents included in submission:

- 1. ALTA Survey
- 2. Electrical Construction Set Site Plan, Equipment Elevations, Single Line Diagram, NEC Labels
- 3. Racking Construction Set
- 4. Racking Structural Calculations
- 5. Landscaping Plan
- 6. Stormwater Report

Hey and Associates, Inc.

Solar Ground Mount System at Hendrickson USA

Crest Hill, Will County, Illinois Stormwater Management Permit

Hey Project No. 25-0072

Prepared For: Verde Solutions

Prepared by:

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture

Main Office:

26575 W. Commerce Dr., Ste 601 Volo, Illinois 60073 847-740-0888 (phone) 847-740-2888 (fax)

Additional Offices:

Chicago, IL 8755 W. Higgins Rd., Ste 835 Chicago, Illinois 60631 773-693-9200 (phone) 773-693-9202 (fax)

Illinois Professional Design Firm 184.002429 / Wisconsin Architectural and Engineering License # 2340-11 Staff licensed to practice in Illinois, Wisconsin, Indiana, Michigan and Oregon IDOT and WisDOT Prequalified

Item 10.

Stormwater Report

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Introduction	2
Site Runoff and Site Runoff Storage	
Groundcover Vegetation	
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Solar Panel Spacing and Sheet Flow	3
Sediment and Erosion Control	3
Special Management Areas	3

Exhibits

Exhibit 1 - Location Map

Exhibit 2 - Drainage Plan

Exhibit 3 – FEMA FIRMETTE

Appendices

Appendix A – Planset

INTRODUCTION

Hey and Associates, Inc. (Hey) was retained by Verde Solutions to prepare permit documentation as part of the Solar Ground Mount System at Hendrickson USA project (Project). The site is located in the City of Crest Hill, Will County, Illinois. The project is further located in Section 33 of Township 36 North, Range 10 East in Lockport Township. See Exhibit 1 for an overall project location map.

The project includes the installation of solar panels on a grass field to provide energy for the manufacturing facility on site. Some existing trees will be removed to avoid interference with the solar panel performance. The area under the solar panels will be seeded with a pollinator habitat seed mix, and a variety trees and shrubs will be planted as well.

SITE RUNOFF AND SITE RUNOFF STORAGE

The site generally drains towards the southeast. After leaving the site boundaries, the drainage pattern continues towards the southwest into a swale along the north of the railroad. The swale then joins with a channel that flows towards the east and eventually empties into the Des Plaines River. This drainage pattern will be maintained in the proposed conditions. The drainage plan for the site is included as Exhibit 2.

According to section 55.020.C.3 of the Will County Code of Ordinances, solar farm developments are exempt from site runoff storage provided the following criteria are met:

- a) Groundcover vegetation is maintained in good condition
- b) The total proposed impervious area is less than 25,000 square feet
- c) The open space between the panels are equal or greater than the panel width
- d) The runoff will sheet flow through the site with a slope of less than 5 percent

These criteria are met, as described in the sections below, and therefore site runoff storage is not required for this project. Additionally, the following sections illustrate compliance with sections 15.20.030 and 15.20.070 from the Crest Hill Code of Ordinances.

GROUNDCOVER VEGETATION

The entire area under the proposed solar panels will be seeded with a native seed mix. The seed mix and location is described in the landscaping plan sheets, which are included in Appendix A. The proposed groundcover vegetation will be maintained in good condition by the owner.

IMPERVIOUS AREAS

No impervious area is proposed on the site. An access road constructed of loosely compacted 3/4" gravel is proposed around the solar panels. However, loosely compacted gravel is not considered impervious by the City of Crest Hill and so is not counted as proposed impervious area.

SOLAR PANEL SPACING AND SHEET FLOW

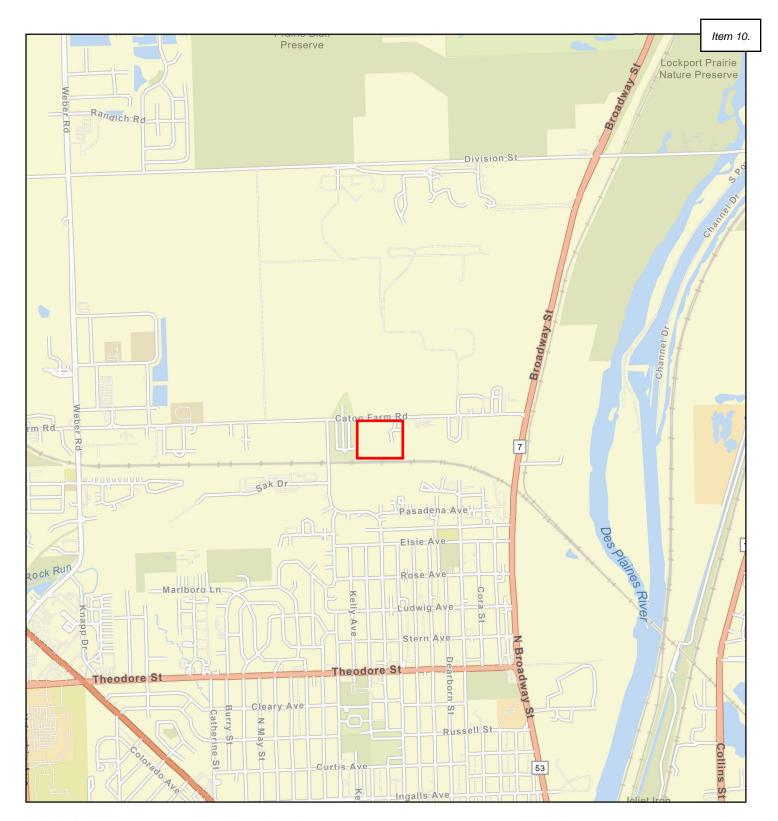
The solar panels have a width of 12.97 feet, and each row of panels will be installed with a 19.17 foot space between them, meeting the requirement that the open space must be wider than the solar panels. The panels will be at a 30-degree angle, so runoff will sheet flow onto the ground. The slope of the ground underneath the panels varies, with the northwestern area containing a generally steeper slope that becomes more gradual at the southeast corner. The average ground slope is approximately 2.15% underneath the panels, which is within the ordinance guidelines.

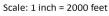
SEDIMENT AND EROSION CONTROL

The seeding mix proposed for the solar panel area will be installed with erosion control blanket to protect against erosion and promote seed establishment and growth. Additionally, a total of 216 trees and shrubs are to be planted on site in accordance with section 15.04.040 of the Crest Hill Ordinance. These plantings will provide further permanent erosion control on site.

SPECIAL MANAGEMENT AREAS

There is no floodway or floodplain on site, as shown in Exhibit 3. There are also no wetlands on site.





2,000 Feet Orientation:

Legend:



Project Site

Project Number: 25-0072

Date: 3/13/2025

Project Name:

Solar Ground Mount at Hendrickson USA

Prepared for:

Verde Solutions



Exhibit Title:

Location Map

Exhibit:



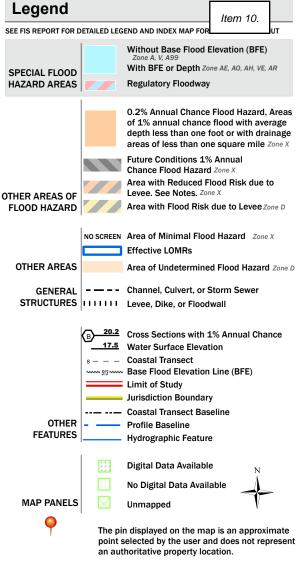


National Flood Hazard Layer FIRMette



Basemap Imagery Source: USGS National Map 2023

Exhibit 3 - FEMA FIRMETTE



This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 3/13/2025 at 9:32 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels. legend, scale bar, map creation date, community id FIRM panel number, and FIRM effective date. Map i unmapped and unmodernized areas cannot be used regulatory purposes.



Appendix A

Plan Set

88

GAS VALVE

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ALTA / NSPS LAND TITLE SURVEY

THAT PART OF THE NORTHWEST QUARTER OF SECTION 33, IN TOWNSHIP 36 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BOUNDED ON THE NORTH BY THE NORTH LINE OF SAID SECTION 33, ON THE SOUTH BY THE NORTHERLY LINE AND ON SAID LINE EXTENDED WESTERNORD FLAND CONVEYED BY FLORENCE O. WINSHIP AND B.W. WINSHIP, ET AI, TO THE PUBLIC SERVICE COMPANY OF NORTHERN ILLINOIS BY WARRANTY DEED DATED AFRIL 14, 1928 AND RECORDED JUNE 1928 IN BOOK 661, PAGE 564, AS DOCUMENT 419036, ON THE WEST BY LAND CONVEYED BY FLORENCE O. WINSHIP, ET AI, TO THE CATHOLIC BISHOP OF CHICAGO BY WARRANTY DEED DATED FEBRUARY 10, 1928 AND RECORDED JUNE 5, 1928 IN BOOK 661, PAGE 554, AS DOCUMENT 418951, AND NIT EAST LINE BY A LINE 1498.84 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID NORTHWEST CONVEYED BY LAVELIA BUILDING CORPORATION TO MARKIN D. MCNAMARA, TRUSTEE, BY DEED RECORDED MAY31, 1955AS DOCUMENT 774760, IN WILL COUNTY, ILLINOIS.

SURVEY NOTES:

- SITE BENCHMARK #1 - SE FLANGE BOLT ON HYDRANT ON THE SOUTH SIDE OF CATON FARM ROAD, 592° WEST OF ENTRANCE AS SHOWN ON SHEET SUR-2. ELEVATION-614.65' (NAVD88).

SITE BENCHMARK #2 — SE FLANGE BOLT ON HYDRANT ON THE SOUTH SIDE OF CATON FARM ROAD, 600.65' WEST OF ENTRANCE AS SHOWN ON SHEET SUR-2. ELEVATION-600.65' (NAVD88)

- PERMANENT INDEX NUMBER (P.I.N. #):11-04-33-100-003 & 11-04-33-100-002
- FIELD WORK COMPLETED ON 12/4/2024.
- SURVEY PREPARED FOR: VERDE SOLUTIONS, LLC.
- THE SURVEYOR FOUND NO EVIDENCE OF FLAGGED WETLANDS ON THE SURVEYED PROPERTY

- THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION AND VISIBLE MARKINGS ONLY.

– ANY DISCREPANCIES FOUND WITHIN THIS DOCUMENT NEED TO BE REPORTED TO THE SURVEYOR AS SOON AS POSSIBLE.

ALTA TABLE A NOTES:

2. SITE ADDRESS - 501 CATON FARM ROAD, CREST HILL, ILLINOIS.

3 ACCORDING TO OUR INTERPOLATION OF THE FLOOD INSURANCE RATE MAP THIS SITE IS LISTED AS BEING IN A ZONE "X", DESCRIBED AS "AREAS OF MINIMAL FLOOD HAZARD" PER F.E.M.A. PANEL NO.17197C0153G DATED FEBRUARY 15TH,

4. LAND AREA PARENT PARCEL: 549,406 SQ. FT (12.61 ACRES)

5. PER CLIENT REQUEST, ONLY PORTIONS OF THIS PROPERTY TO BE SHOWN WITH ELEVATIONS & CONTOURS.

- 6 A & B. PROPERTY IS ZONED COMMERCIAL.
- 7 A & B1. BUILDING TIES & DIMENSIONS SHOWN ARE MEASURED FROM THE OUTSIDE FACE OF THE BUILDING.

8. ALL SUBSTANTIAL FEATURES OBSERVED DURING THE FIELDWORK ARE PLOTTED HEREON, INCLUDING ANY ABOVE-GROUND UTILITIES.

- 9. THERE ARE NO PARKING STALLS ON PROPERTY.
- 11. THE LOCATION OF UNDERGROUND UTILITIES WAS DETERMINED BY FIELD OBSERVATION, VISIBLE MARKINGS ONLY.
- 13. NAMES OF ADJOINING OWNERS SHOWN ON SURVEY

14. THE NEAREST INTERSECTING STREET IN RELATION TO THE SURVEYED PROPERTY IS OAKLAND AVENUE, WHICH LIES APPROX. 579 FEET WEST OF THE NORTHWEST CORNER OF THE SURVEYED PROPERTY

16. THERE WAS NO EVIDENCE OF RECENT EARTH MOVING WORK.

17. THE SURVEYOR HAS NO KNOWLEDGE OF PROPOSED CHANGES IN STREET RIGHT OF WAY LINES OR RECENT STREET OR SIDEWALK CONSTRUCTION.

18. THE SURVEYOR HAS NO KNOWLEDGE OF ANY PLOTTABLE OFFSITE EASEMENTS.

19. CERTIFICATE OF INSURANCE IS AVAILABLE UPON REQUEST

SURVEY WAS PREPARED WITH THE AID OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, WITC FILE NUMBER VER-2025WL-97690, HAVING AN EFFECTIVE DATE OF JANUARY 28, 2025.

11 — EASEMENT DATED JUNE 2, 1954 AND RECORDED JUNE 8, 1954 AS DOCUMENT NO. 751112 MADE BY A E PATTON AND MABEL MARGARET PATTON TO NORTHERN ILLINOIS GAS COMPANY RECORDED IN THE WILL COUNTY RECORDERS OFFICE.

SHOWN ON SURVEY, DOES NOT AFFECT PROPERTY.

12 - EASEMENT DATED JULY 26, 1954 AND RECORDED DECEMBER 11, 1961 AS DOCUMENT NO. 945505 MADE BY A E PATTON AND MABEL MARGARET PATTON TO COMMON WEALTH EDISON COMPANY AND ILLINOIS BELL TELEPHONE COMPANY RECORDED IN THE WILL COUNTY RECORDERS OFFICE OFFICE.
EASEMENT FALLS IN RIGHT OF WAY.

> STATE OF ILLINOIS COUNTY OF COOK

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN INIS 3 TO CENTIF THAT THIS WAR OF PLANNING THE SORVELLOW MADE IN A COORDANCE WITH THE 2021 MINIMUM STANDARD BETAIL REQUIREMENTS FOR ALTA/MSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND MSPS, AND INCLUDES ITEMS 3, 8A, 7A, 8, 9, 11A, 13, 14, AND 16 OF TABLE "A" THEREOF. THE FIELD WORK WAS COMPLETED ON 12/4/2024.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF ___ AT HOFFMAN ESTATES, ILLINOIS.

PRELIMINARY 2/7/2025

FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2026 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015

HENDRICKSON USA 501 CATON FARM ROAD CREST HILL, ILLINOIS

Item 10.

9

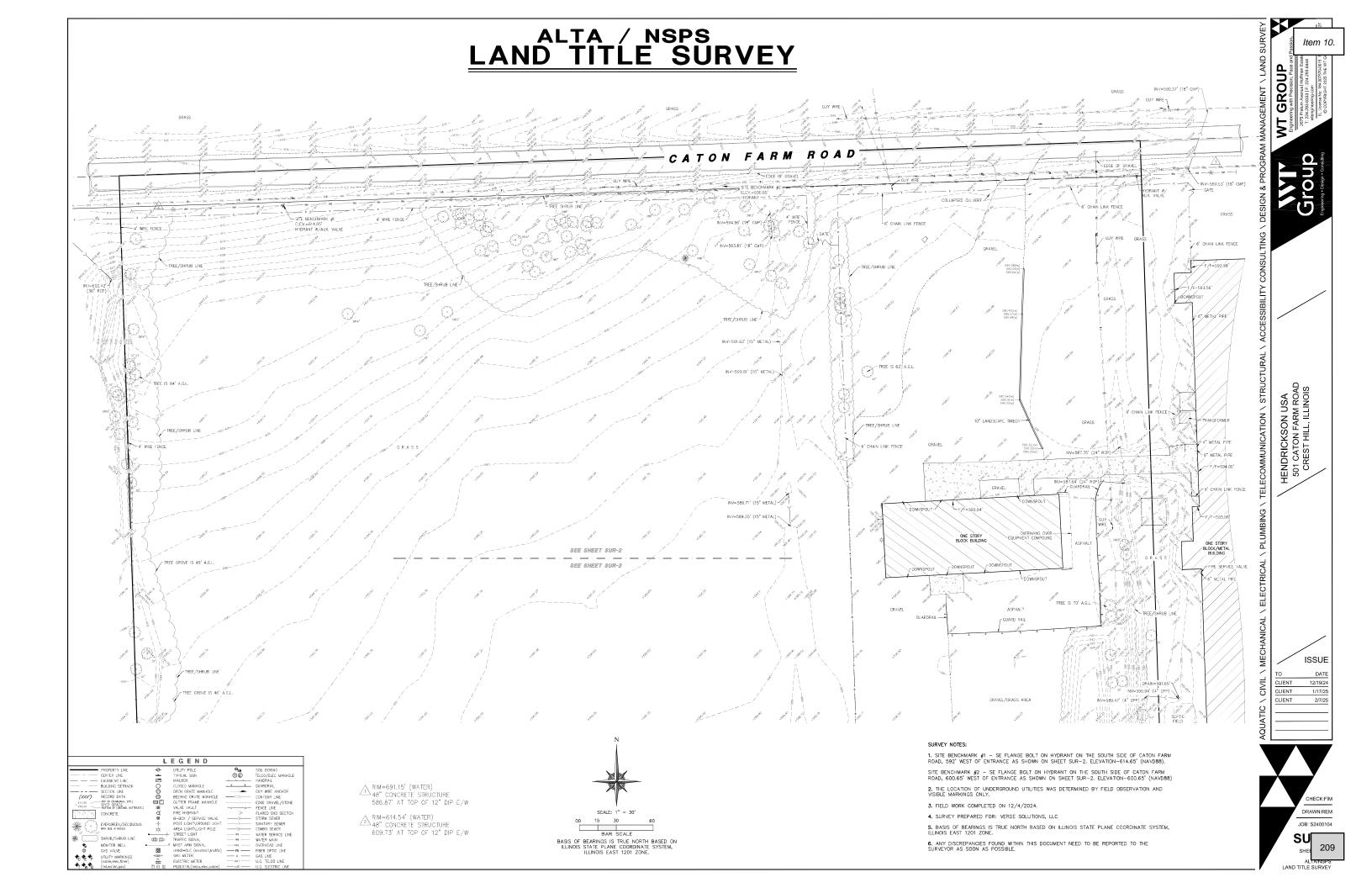
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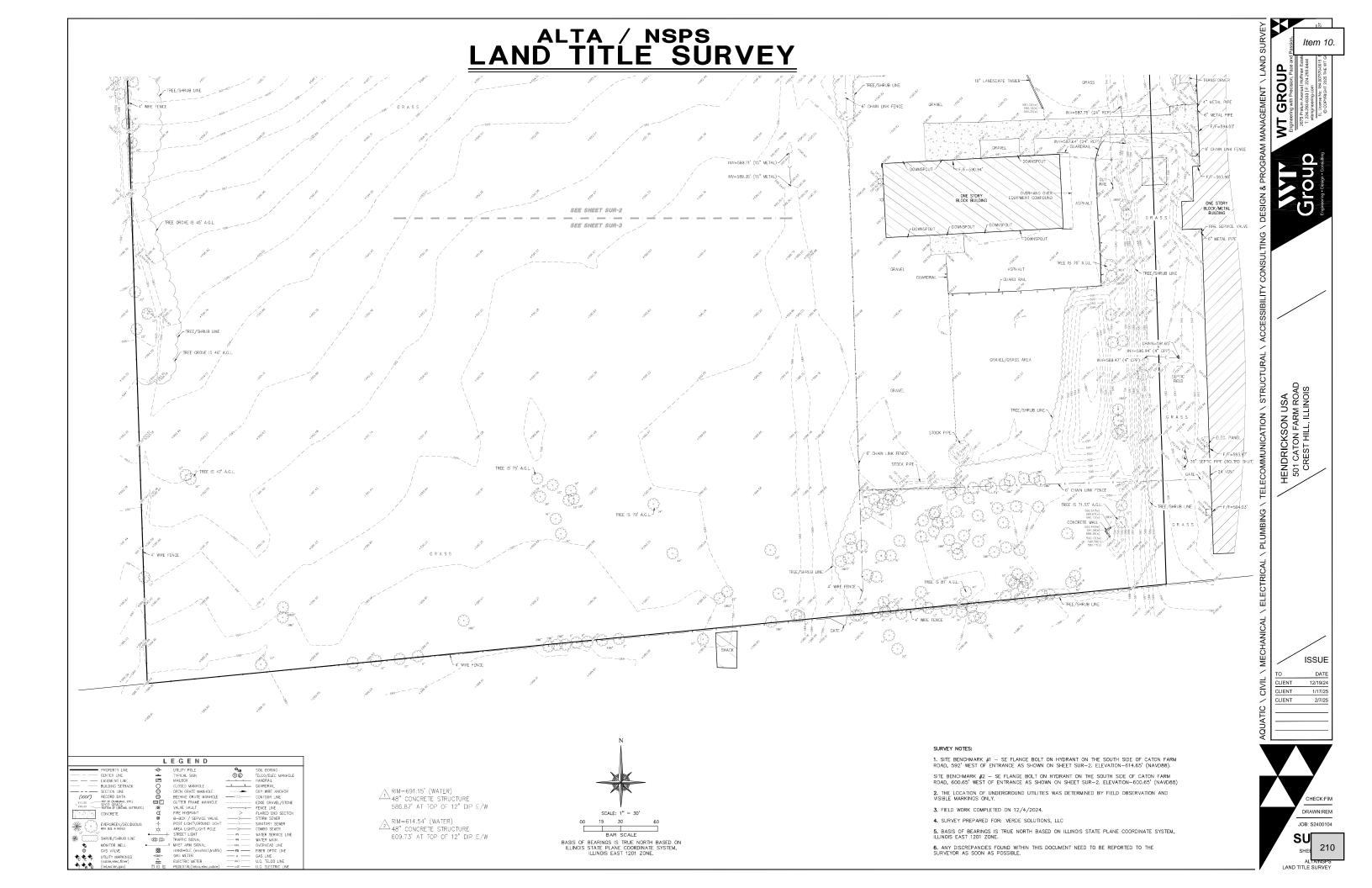
LIENT 12/19/2 LIENT 1/17/25 LIENT 2/7/2

ISSUE

DRAWN:REM

JOB: S2400104 208





PLAT OF SURVEY

SPACECO UAV **AERIAL IMAGE** DATE OF FLIGHT: 03/19/2024

PROPERTY DESCRIPTION:

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. IT IS POSSIBLE THAT ADDITIONAL EASEMENTS, RESTRICTIONS OR OTHER ENCLMBRANCES EXIST OVER THE PROPERTY THAT HAVE NOT BEEN SHOWN HEREON.

BEARINGS SHOWN HEREON ARE BASED ON NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE (2011 ADJUSTMENT) AND NAVD88 (GEOID 12B) UTILIZING GNSS EQUIPMENT AND TOPNETLIVE RTK NETWORK. LAST DATE OF FIELD WORK: APRIL I, 2024

PROPERTY SURVEYED: 1,072,114 SQ. FT. OR 24.612 ACRES MORE OF LESS.

P.I.N: II-04-33-I00-002-0000 (PARCEL 2) II-04-33-I00-003-0000 (PARCEL I)



LEGEND CACTO BASIN'
NILET
FLARED END SEPROM
ELECTRIC MANINCE
TELEPHONE MANINCE
TELEPHONE WITH EMBORIT
ELECTRIC UPRISHT
FIRE HYDRAIT
VALVE AND VALUT
WATER MAVINE
B BOX
AUX_BY VALVE
GAS WILVE

__ * ___ * ___

STATE OF ILLINOIS)
) SS
COUNTY OF GRUNDY)

WE, SPACECO, INC., AN ILLINOIS PROFESSIONAL DESIGN FIRM, NUMBER 184-001157, DO HEREBY DECLARE THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS OF PRACTICE APPLICABLE TO BOUNDARY SURVEYS. GIVEN UNDER OUR HAND AND SEAL THIS 2ND DAY OF APRIL, 2024 IN MORRIS, ILLINOIS.

20

(VALID ONLY IF EMBOSSED SEAL AFFIXED)

COMPARE ALL DIMENSIONS BEFORE BUILDING AND REPORT ANY DISCREPANCIES AT ONCE. REFER TO DEED OR TITLE POLICY FOR BUILDING LINES AND EASEMENTS.

CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEER
I AND CUDVEYORS

224 ½ N. Liberty Street, Morris, Illinois 60450 Phone: (815) 941-0260 Fax: (815) 941-0263

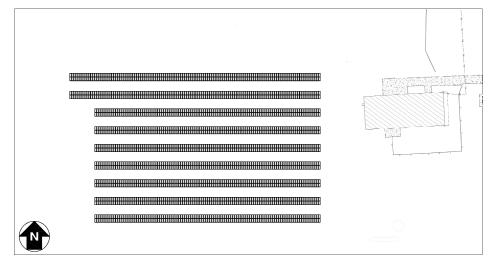
RS

SOLAR GROUND MOUNT SYSTEM AT HENDRICKSON USA

501 CATON FARM RD, LOCKPORT, IL 60441







SYSTEM PLAN

TOTAL SYSTEM SUMMARY:

TOTAL DC SYSTEM SIZE: TOTAL AC SYSTEM SIZE:

1,185.24 kWDC

900.00/947.700 kWAC/KVA

MODULE MANUFACTURER: JINKO SOLAR

(1,992) JKM595N-72HL4-BDV (QTY) MODULE TYPE 1:

MODULE TILT:

180° MODULE AZIMUTH:

INVERTER MANUFACTURER: CHINT POWER SYSTEMS

(QTY) INVERTER TYPE 1: (9) CPS SCH100KTL DO/US-480

NOTES SPECIFIC TO ILLINOIS ADOPTED NEC VERSION: 2008 (SET DESIGNED TO NEC 2023) ADOPTED IBC VERSION: 2021

SCOPE OF WORK SUMMARY

GROUND MOUNT PY ARRAY:

INSTALL SOLAR MODULES AND RACKING SYSTEM ON GROUND LEVEL.

INSTALL INVERTIES, AND ELECTRICAL DISTRIBUTION EQUIPMENT.

INTERCONNECT AT EXISTING ELECTRICAL DISTRIBUTION EQUIPMENT.

DEVELOPER:



2211 N ELSTON AVE SUITE 208 CHICAGO, IL 60614

ENGINEERED BY:



111 RIVER STREET, SUITE 1110 HOBOKEN, NEW JÉRSEY 07030

DRAWING INDEX

GENER	RAL			1	
G001	TITLE SHEET	•	•	•	
ELECT	RICAL				
E001	ELECTRICAL NOTES & SYMBOLS LIST		•	•	
E100	OVERALL ELECTRICAL PLAN	•	•	•	
E101	AC ELECTRICAL PLAN		•	0	
E200	DC ELECTRICAL PLAN		•	0	
E300	ONE LINE DIAGRAM	•	•	0	
E310	SCHEDULES & CALCULATIONS		•	0	
E410	GROUNDING DETAILS		•	•	
E420	ELECTRICAL DETAILS		•	0	
E500	LABELS & SIGNAGE		•	0	
E600	EQUIPMENT DATA SHEETS		•	0	
E601	EQUIPMENT DATA SHEETS		•	0	

LEGEND:	
UPDATED DRAWING ISSUED	
UNCHANGED, PREVIOUSLY ISSUED DRAWING STILL CURRENT	\Box
DRAWING REMOVED FROM SET	×

TITLE SHEET

Item 10.

212

Verd

Item 10.

SON FARM

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- 1. GENERAL

 1.A. ALL WORK AND MATERIALS SHALL BE IN FULL ACCORDANCE WITH THE NATIONAL ELECTRICAL

 CODE AND ALL EQUIPMENT SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING

 LABORATORY (NRITL) TO APPLICABLE UL STANDARDS. THE CONTRACTOR SHALL PROCUPE ALL

 NECESSARY CERTIFICATIONS FOR ALL WORK INSTALLED, PAY ALL FEES AND CHARGES

 CONNECTED THEREWITH AND DELIVER ALL CERTIFICATES AND INSPECTION APPROVALS TO THE

 OWNER THROUGH THE ENGINEER, BEFORE WORK WILL BE FINALLY ACCEPTED.

 1.B. ALL INVERTIERS SHALL BE IEEE 1547 COMPLIANT AND SHALL BE INSPECTED BY LOCAL

 UTILITY BEFORE COMMISSIONING, TESTING AND OPERATION OF THE SYSTEM.

 1.C. UNLESS OTHERWISE NOTED, NEW EQUIPMENT SHALL HAVE AN INTERRUPT RATING (KAIC) OR

 SHORT CIRCUIT CURRENT RATING (SCCR) GREATER THAN OR EQUAL TO THE EXISTING

- MANNER OF INSTALLATION
 ALL WORK SHALL BE INSTALLED IN A FIRST CLASS, NEAT AND WORKMANLIKE MANNER BY MECHANICS SKILLED IN THE TRADE INVOLVED. ALL DETAILS OF THE INSTALLATION SHALL BE MECHANICALLY AND ELECTRICALLY CORRECT.
 B. TORQUE AND MARK ALL RACKING AND MECHANICAL LUGS.

- USE THE NATIONAL ELECTRICAL CONTRACTORS ASSOCIATION'S "STANDARD OF INSTALLATION", THE MANUFACTURER'S WRITTEN INSTRUCTIONS, UNLESS SUPERSEDED BY THESE SPECIFICATIONS. IN ALL CASES THE INSTALLATION SHALL BE IN ACCORDANCE WITH RECOGNIZED INDUSTRY PRACTICES.

 THE USE OF WIRE SPLICES AT ANY POINT IN THE INSTALLATION IS STRICTLY PROHIBITED THE USE OF WIRE SPLICES AT ANY POINT IN THE INSTALLATION IS STRICTLY PROHIBITED THE USE OF WIRE SPLICES AT ANY POINT IN THE INSTALLATION IS STRICTLY PROHIBITED THE USE OF WIRE LUBE IS REQUIRED FOR ALL WIRE PULLS THROUGH CONDUIT RUNS OF 20' OR LONGER, OR WITH BENDS IN 180' OR MORE. WIRE LUBE IS REQUIRED EVEN WHEN USING SELF LUBRICATING CABLES SUCH AS SOUTHWIRE "SIMPULL". STRING WIRING & HOMERUNS SHALL BE SECURED TO UNDERSIDE OF THE RACKING & MODULES USING SUNBUNDLERS OR EQUIVALENT APPROVED BY EEOR. TRANSITION TO EMT OUTSIDE OF ARRAY. NEGATIVE HOMERUN SHALL BE RUN PARALLEL TO POSITIVE HOMERUN. EACH DC STRING WIRING CONDUIT SHALL HAVE AN EGC.

 ALL PV SOURCE CIRCUITS WHICH WOULD BE EXPOSED TO PHYSICAL DAMAGE SHALL BE PROTECTED IN CONDUIT OR CABLE TRAY.

 ALL PV SOURCE CIRCUITS WITH DIRECT EXPOSURE TO SUNLICHIT SHALL BE PROTECTED THROUGH THE USE OF CONDUIT, PROTECTIVE WRAP, SPUT LOOM, OR EQUIVALENT, WHICH ARE DURABLE FOR THE ENVIRONMENT AND RATED FOR THE APPLICATION.

 ALL PLICE AND SOCKET CONNECTORS MATED TOCETHER SHALL BE OF THE SAME TYPE AND OF THE SAME MANUFACTURER. "COMPATIBLE" CONNECTORS SHALL NOT BE ACCEPTED (IEC 82446-1).

- 62446-1). ALL FIELD-MADE PLUG & SOCKET CONNECTORS SHALL BE INSTALLED USING MANUFACTURER
- ALL FIELD-MADE PLUG & SOCKET CONNECTORS SHALL BE INSTALLED USING MANUFACTURER APPROVED TOOLS AND METHODS, AND CABLE GLANDS SHALL BE TIGHTENED TO MANUFACTURER'S SPECIFIED TORQUE VALUE.

 ALL CONDUCTORS AND CABLES RATED OVER 1000V SHALL NOT BE BENT AT RADIUS LESS THAN 12X THEIR DIAMETER, OR AS SPECIFIED BY DATASHEET.

 CABLE TIES INSTALLED OUTDOORS SHALL BE TYPE 2, 2S, 21, OR 21S. IN ADDITION TO THESE ALLOWED TYPES, ONLY TIES THAT ARE UY RESISTANT AND HAVE A 25-YEAR SERVICE LIFE SHALL BE USED OUTDOORS. NO UNLISTED OR UNILABELED TIES LACKING MARKINGS SHALL BE USED. CABLE TIES OR SUPPORTS OF STAINLESS 316 SHALL BE CONSIDERED TO HAVE A 25-YEAR SERVICE LIFE.

PHASE RELATIONSHIP
 CONNECT FEEDERS TO MAINTAIN PHASE RELATIONSHIP THROUGH SYSTEM. PHASE LEGS OF FEEDERS SHALL MATCH BUS OR CABLE ARRANGEMENTS IN EQUIPMENT TO WHICH THE FEEDERS ARE CONNECTED. COLOR CODING SHALL BE AS FOLLOWS:

208/120 VAC A PHASE: BLACK, B PHASE: RED, C PHASE: BLUE

277/480 VAC OR 346/600 VAC A PHASE: BROWN, B PHASE: ORANGE, C PHASE: YELLOW

MEDIUM VOLTAGE AC (GREATER THAN 800 VAC) A PHASE: BLACK, B PHASE: RED, C PHASE: BLUE

1500 VDC, 1000 VDC, OR 600 VDC UNGROUNDED POSITIVE CONDUCTOR: RED UNGROUNDED NEGATIVE CONDUCTOR: BLACK

GROUNDED CONDUCTORS (NEUTRAL) AND EQUIPMENT GROUNDING CONDUCTORS SMALLER THAN #4 MUST HAVE COLOR CODED INSULATION. WHERE COLOR CODED CABLE IS NOT USED, TAPE CONDUCTOR WITH OVERLAPPED COLORED TAPE FOR A MINIMUM OF 6° IN ACCESSIBLE LOCATIONS. COLOR CODING MUST BE USED CONSISTENTLY FOR THE ENTIRE PROJECT.

- CONDUITS AND RACEWAYS
 A. PROVIDE RACEWAYS MINIMUM SIZE 3/4".

 B. PROVIDE RACEWAY LOCATIONS DIAGRAMMATICALLY, CONTRACTOR SHALL ADJUST ROWNINGS SHOW RACEWAY LOCATIONS DIAGRAMMATICALLY, CONTRACTOR SHALL ADJUST ROWNING TO SUIT FIELD LOCATIONS. ANY CHANGES TO POPOPOSE ROUTING SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL.

 DEMINISH AND INSTALL ALL FITTINGS AND SPECIAL DEVICES NECESSARY FOR THE PROPER INSTALLATION, CONNECTION AND OPERATION OF THE SYSTEM. CONDUIT USED.

 OF THE SAME MAKE, QUALITY AND FINISH AS THE CONDUIT USED.

 A PROTECTIVE COATING OF ASPHALT COMPOUND, PLASTIC SHEATH, OR OTHER EQUIVALENT PROTECTION SHALL BE APPLED TO ANY GRIVANNIZED STELL CONDUITS DIFFCCTLY MINIED IN

- OTECTION SHALL BE APPLIED TO ANY GALVANIZED STEEL CONDUITS DIRECTLY BURIED IN
- EMT CONDUIT OUTDOORS SHALL USE COMPRESSION RAINTIGHT CONNECTORS, FACTORY STAMPED RAINTIGHT WITH COMPONENTS PROPERLY INSTALLED.
- STAMPED MAINTIGHT WITH COMPONENTS PROPERLY INSTALLED.
 PROVIDE EXPANSION FITTINGS WITH BONDING JUMPERS FOR EVERY 100' OF STRAIGHT METAL
 CONDUIT RUN.
 CONDUIT EXPANSION AND DEFLECTION FITTINGS WITH BONDING JUMPERS SHALL BE USED
 WHENEVER CROSSING BUILDING EXPANSION AND SEISMIC SEPARATION JOINTS.
 LEAVE WIRE SUFFICIENTLY LONG TO PERMIT MAKING FINAL CONNECTIONS. ALL EMPTY
 CONDUITS OVER 10' IN LENGTH SHALL BE PROVIDED WITH SYNTHETIC FIBER ROPE PULL
 WIFE 5.H.
- PATCH AND REPAIR ALL SURFACES DAMAGED BY TRENCHING TO MATCH THE PREVIOUSLY
- PATCH AND REPAR ALL SURFACES DAMAGED BY TRENCHING TO MATCH THE PREVIOUSLY EXISTING CONDITIONS.
 TRENCHING SHALL BE DONE SUCH THAT THE DISTANCE FROM ANY STRUCTURAL PILE TO THE NEAREST EDGE OF THE TRENCH IS AT LEAST EQUIVALENT TO THE DEPTH OF THE PILE.
 CONFIRM MINIMUM DISTANCE TO TRENCH WITH STRUCTURAL/RACKING EOR PRIOR TO DIGGING. ALL PENETRATIONS SHALL BE SEALED TO MAINTAIN THE EXISTING FIRE RATING.
 ALL CONDUITS ENTERING ENCLOSURES SHALL BE FITTED WITH PROTECTIVE BUSHINGS, INCLUDING CONDUIT WITH CONDUCTOR SIZES SMALLER THAN #4 AWG. METALLIC CONDUIT, BUSHINGS SHALL BE BONDED PER NCC.
 ALL CONDUIT ENTERING ENCLOSURES SHALL BE SEALED WITH AN APPROVED SEALANT (POLY WAYDER ACT).

- 6. ELECTRICAL ENCLOSURES
 6.A. ALL OUTDOOR ENCLOSURES (PANELBOARDS, DISCONNECT SWITCHES, JUNCTION BOXES, COMBINER BOXES, ETC.) SHALL BE NEMA 3R, 4, OR 4X. ALL WALL OR RACK MOUNTED OUTDOOR ENCLOSURES SHALL HAVE A MINIMUM 2'-O' CLEARANCE ABOVE GRADE, AND A
- MINIMUM 1/4" CLEARANCE FROM WALL INDOOR ENCLOSURES SHALL BE NEMA 1. PANELBOARD DOORS SHALL BE QUARTER TURN LATCHES OR EXTERNAL HANDLE WITH INTERNAL LATCHES, NO SETS OF EXTERNAL SCREW DOWN CLAMPS.

 NO PENETRATIONS OR CABLE ENTRIES IN THE TOP OF OUTDOOR ENCLOSURES. ENTER
- OUTDOOR ENCLOSURES FROM THE BOTTOM (PREFERRED) OR SIDE.
 6.D. RIGID CONDUIT TERMINATING IN OUTDOOR ENCLOSURES SHALL USE MYERS—TYPE HUBS WITH
- GROUND SCREWS (BOTTOM OR SIDE ENTRY).

 6.E. EMT CONDUIT TERMINATING IN OUTDOOR ENCLOSURES SHALL USE RAINTIGHT FITTINGS

- 6.F. ALL ELECTRICAL EQUIPMENT SHALL BE LISTED OR LABELED BY A RECOGNIZED TESTING AGENCY.
 6.G. ARC FLASH HAZARD WARNING LABELS SHALL BE PROVIDED AND MOUNTED ON EVERY NEW ENCLOSURE CONTAINING SERVICEABLE COMPONENTS SUCH AS CONDUCTOR TERMINATIONS, DISCONNECTS, OR OOPDS. THIS INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING COMPONENTS: COMBINER BOX, TERMINAL BOX, INVERTER, AC AND DC SWITCH, TRANSFORMER, AND SWITCHGEST
- TRANSFORMER, AND SWITCHGEAR.
 HAND HOLES, PULL BOXES, OR CONDUIT BODIES SHALL BE INSTALLED (WHETHER OR NOT SHOWN ON DRAWINGS) WHEN THE RACEWAY HAS MORE THAN 360' OF BENDS, OR AS NECESSARY TO NOT EXCEED MANUFACTURER'S MAXIMUM CABLE PULLING TENSION. SWITCHBOARDS AND SWITCHGEARS SHALL BE PROVIDED WITH TEMPORARY INTERNAL HEATERS DURING LONG TERM STORAGE WHILE NOT ENERGIZED AS REQUIRED BY THE MANUFACTURER. ALL OTHER EQUIPMENT SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER ALL OTHER EQUIPMENT SHALL BE STORED IN ACCORDANCE WITH MANUFACTURER.
- INSTRUCTIONS.

 6.J. ALL ELECTRICAL EQUIPMENT CONTAINING A CIRCUIT BREAKER OR FUSE SHALL BE INSTALLED IN COMPLIANCE WITH NEC ARTICLE 240.24.

 6.K. CONTRACTOR SHALL FIELD VERIFY DESIGN COMPLIES WITH NEC 312.8 PRIOR TO INSTALLATION.
- INSTALLED INTO A EQUIPMENT INSTALLED INDOORS REQUIRES GFCI OUTLET TO BE INSTALLED WITHIN 25' OF NEW EQUIPMENT.

7. <u>GROUNDING</u>
7.A. THE CONTRACTOR SHALL FURNISH AND INSTALL GROUNDING NECESSARY IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE.

- IESTS
 ALL TESTS SHALL BE PERFORMED BY TRAINED TECHNICIANS CERTIFIED TO DO THE PROCEDURES.

 THE PROCEDURES OF THE OWNER.

 THE PRESENCE OF THE OWNER.

 THE PRESENCE OF THE OWNER.
- FINAL TESTS AND INSPECTIONS SHALL BE HELD IN THE PRESENCE OF THE OWNER'S REPRESENTATIVES AND TO THEIR SATISFACTION.
 ALL APPLICABLE TESTS SHALL BE PERFORMED IN ACCORDANCE WITH NETA/ANSI ATS-2021 STANDARDS AND PRACTICES.

- STANDARDS AND PRACTICES.

 ALL APPLICABLE TESTS SHALL BE PERFORMED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

 ALL ITESTS SHALL BE PERFORMED PRIOR TO ENERGIZATION.

 TESTING IS LIMITED TO NEW EQUIPMENT RELATED TO THIS PROJECT.

 IV CURVE TRACES OF STRINGS SHALL BE GENERATED USING THE SOLMETRIC PV ANALYZER (OR EQUIVALENT DEVICE) AND SUBMITTED TO THE OWNER FOR APPROVAL. IF MLPE IS USED, MODULE TRACES ARE PERMITTED TO BE GENERATED THROUGH THE INVERTER PORTAL. TESTING TO BE PERFORMED DURING APPROVED WEATHER CONDITIONS.

 OPEN-CIRCUIT VOLTAGE (Voc) MEASUREMENTS SHALL BE PERFORMED ON ALL DC STRING CIRCUITS DURING APPROVED WEATHER CONDITIONS.

 ALL PV CONNECTORS MATED TOGETHER SHALL BE CONFIRMED TO BE OF THE SAME MAKE/MODEL.

- 8.I. ALL PV CONNECTORS MATED TOGETHER SHALL BE CONFIRMED TO BE OF THE SAME MAKE/MODEL.

 8.J. INSULATION TESTS SHALL BE PERFORMED ON ALL STRING AND FEEDER DC CIRCUIT CABLES.

 8.L. INSULATION TESTS SHALL BE PERFORMED ON ALL SERVICE AND FEEDER AC CIRCUIT CABLES.

 8.L. GROUND FAULT PROTECTION SYSTEM SHALL BE FUNCTIONALLY TESTED IN ACCORDANCE WITH MANUFACTURER INSTRUCTIONS (NEC 230.95(C)).

 8.M. RELAY PROTECTION SYSTEM FUNCTIONAL TESTS SHALL BE IN ACCORDANCE WITH THE SETTINGS PROVIDED AND WITHIN THE OPERATIONAL INTENT OF THIS PROJECT NOTED IN EOR DRAWING. TESTING SHALL ENSURE RELAY READS VALUES ACCURATELY AND ALL LOGIC FACILITATES THE NECESSARY OPERATIONAL BEHAVIOR.

 8.N. ACCEPTANCE TESTING SHALL BE PERFORMED ON ALL COMBINER BOXES, PANELBOARDS SWITCHBOARDS AND SWITCHGEAR.

GENERAL NOTES

- THE GENERAL NOTES APPLY TO ALL DRAWINGS UNDER THE CONTRACT. REFER TO INDIVIDUAL DRAWINGS FOR ADDITIONAL NOTES.

 DRAWINGS FOR ADDITIONAL NOTES.

 DRAWINGS ARE DIAGRAMS AND INDICATE GENERAL ARRANGEMENT OF SYSTEMS AND WORK. FOLLOW DRAWINGS IN LAYING OUT OF WORK AND CHECK DRAWINGS OF OTHER TRADES TO VERIFY SPACE CONDITIONS. MAINTAIN HEADROOM, SPACE CONDITIONS, AND REQUIRED CLEARANCES.

 PV SYSTEM CONTRACTOR SHALL COORDINATE ALL THE WORK WITH THE ENGINEER, THE CONSTRUCTION MANAGER AND ALL OTHER CONTRACTORS TO INSURE THAT THE PV SYSTEM IS INSTALLED AS SPECIFIED IN THESE DRAWINGS.

 PERCURAL PROFECTIVE CONTRACT OF SHALL BE REQUIRED AS PROVIDED IN ACCORDANCE.
- 4. PERSONAL PROTECTIVE EQUIPMENT (PPE) SHALL BE PROVIDED AS REQUIRED IN ACCORDANCE WITH NFPA 70E AND OSHA REQUIREMENTS.
- 5. ALL STRUCTURAL AND MISCELLANEOUS EXTERIOR STEEL, INCLUDING STRUT CHANNEL (SUCH AS UNISTRUT OR KINDORF) SHALL BE CORROSION RESISTANT, HOT DIP GALVANIZED OR GALVANNEALED WITH A COATED FINISH MINIMUM.

<u>LEGEND — GENERAL</u>								
SYMBOL	DESCRIPTION							
	LIGHT LINE INDICATES EXISTING OR BEYOND THE SCOPE OF PROJECT							
	DARK LINE INDICATES NEW OR WITHIN THE SCOPE OF PROJECT							
	DASHED LINE INDICATES EQUIPMENT AT A DIFFERENT ELEVATION							
EXISTING TEXT	LIGHT TEXT INDICATES EXISTING OR BEYOND THE SCOPE OF PROJECT							
NEW TEXT	DARK TEXT INDICATES NEW OR WITHIN THE SCOPE OF PROJECT							

<u>LEGEND - CIRCUITS</u>								
SYMBOL	DESCRIPTION							
_xxxx	ABOVE-GROUND CABLE							
-xxxx-	UNDER-GROUND CABLE							
NOTE: XX REPRESENTS CIRC	CUIT TYPE BELOW							
ABBREVIATION	DESCRIPTION							
DC	DIRECT CURRENT							
AC	ALTERNATING CURRENT							
MV	MEDIUM VOLTAGE							
С	COMMUNICATIONS							
GND	GROUND							
CAB	CAB MESSENGER							
MES	MESSENGER WIRE							
FO	FIBER OPTIC							

<u>LEGEND - PLAN SYMBOLS</u>							
SYMBOL	DESCRIPTION						
	RACEWAY TURNING UP OR TOWARDS OBSERVER						
	RACEWAY TURNING DOWN OR AWAY FROM OBSERVER						
J OR J	JUNCTION BOX						
P	GROUND FAULT CIRCUIT INTERRUPTER DUPLEX RECEPTACLE, RATED: 125-VOLTS AC, 20A						
•	GROUND ROD						
•	GROUND ROD W/ TEST WELL						
	SLOPE DIRECTION INDICATOR						

SYMBOL	LEGEND - ONE LINE DIAGRAM & WIRING DIAGRAM SYMBOLS DESCRIPTION
- - -	CIRCUIT BREAKER, FRAME SIZE AND TRIP SETTING AS NOTED
→ ~	DISCONNECT SWITCH
Ξ	INVERTER
+	BUSS CONNECTION POINT
} +	CROSSING POINT (NO CONNECTION)
≠ ‡	NORMALLY CLOSED - NORMALLY OPEN CONTACTS
щщ	TRANSFORMER CONTROL/POWER, SIZE AND RATING AS NOTED
₽	CURRENT TRANSFORMER
3⊱	POTENTIAL TRANSFORMER
	FUSE, SIZE/RATING AS NOTED
~ □	FUSED DISCONNECT SWITCH
Ť	EARTH GROUND
≐	BATTERY
K	KEYED INTERLOCK (KIRK KEY OR EQ.)
ST (CL)	SHUNT TRIP COIL; MOTORIZED CLOSE
Z	SURGE ARRESTOR
M	METER
N	NEUTRAL BUS
G	GROUND BAR

ELECTRICAL NOTES & SYMBOLS LIST

ABBREVIATIONS

DESCRIPTION AMPERES

ARC ENERGY REDUCING MAINTENANCE SYSTEM AMPERE FRAME

ABOVE FINISH FLOOR

ARC FAULT DETECTION & INTERRUPTER

AMPS INTERRUPTING CAPACITY

AMPERE TRIF

AUTOMATIC TRANSFER SWITCH

AMERICAN WIRE GAUGE

CIRCUIT BREAKER

CONDUIT

COMBINER BOX

CIRCUIT

CLOSE

CONDITIONS OF USE

CONTROL PANEL

CURRENT TRANSFORMER

COPPER

DATA ACQUISITION SYSTEM

EQUIPMENT GROUNDING CONDUCTOR

ELECTRIC METALLIC TUBING

EQUIPMENT

ELECTRIC VEHICLE ELECTRIC VEHICLE CHARGING STATION

GROUNDING FLECTRODE CONDUCTOR

GROUND-FAULT CIRCUIT INTERRUPTER

GROUND-FAULT PROTECTION OF EQUIPMENT

HIGH-INTENSITY DISCHARGE (LIGHTING)

INTERMEDIATE METAL CONDUIT 1000 AMPS INTERRUPT CAPACITY

1000 CIRCULAR MILS

KILO-VOLT AMPERE KILOWATT

LIGHTNING & SURGE ARRESTOR

LIGHT-EMITTING DIODE

LONG, SHORT, INSTANTANEOUS, & GROUND-FAULT

LIGHTING

1000 CIRCULAR MILS

MANUFACTURER

MODULE LEVEL POWER ELECTRONICS

MAXIMUM POWER POINT TRACKING

NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION

OVER VOLTAGE POLE

POWER FACTOR

PROGRAMMABLE LOGIC CONTROLLER

PLANE OF ARRAY

POINT OF INTERCONNECTION

PRIMARY

POTENTIAL TRANSFORMER

POLYVINYL CHLORIDE

POWER

RIGID ALUMINUM CONDUIT

RECEPTACLE

RIGID GALVANIZED STEEL CONDUI

RIGID METAL CONDUIT

SURGE PROTECTION DEVICE

SUPPLY SIDE BONDING JUMPER

SHUNT TRIP

SHIELDED TWISTED PAIR

TO BE DETERMINED

TWISTED PAIR

TYPICAL

LINDERGROUND

UNLESS OTHERWISE NOTED

UNDER VOLTAGE OR ULTRAVIOLE VOLT

VOLT-AMPERE

WEATHER RESISTAN

DIAMETER OR PHASE

ABBREVIATION

AERMS

A.F.F.

A.F.G. AFDI

AIC

AL

ATS

AWG

BKR

С

CB

CKT

CL

COU

CP

CT

CU

DAS

DB DISC

EGC

ELEC

EMERG EMT

EQUIP

EV

EVCS

G, GND

GEC

GFCI

GFPE

HID

ΗZ IMC

kAIC

kCMIL

kVA

kW LA

LED

LSIG

LTG

мсм

MEG

MLO MLPE

MPPT

NEMA

NTS

ОН OV

PF

PLC

POA

POL

PRI

PT

PVC

PWR

RAC

RCPT

RGS

RMC

SA

SEC SPD

SSBJ

ST

STP

SW

TBD

TP

TYP

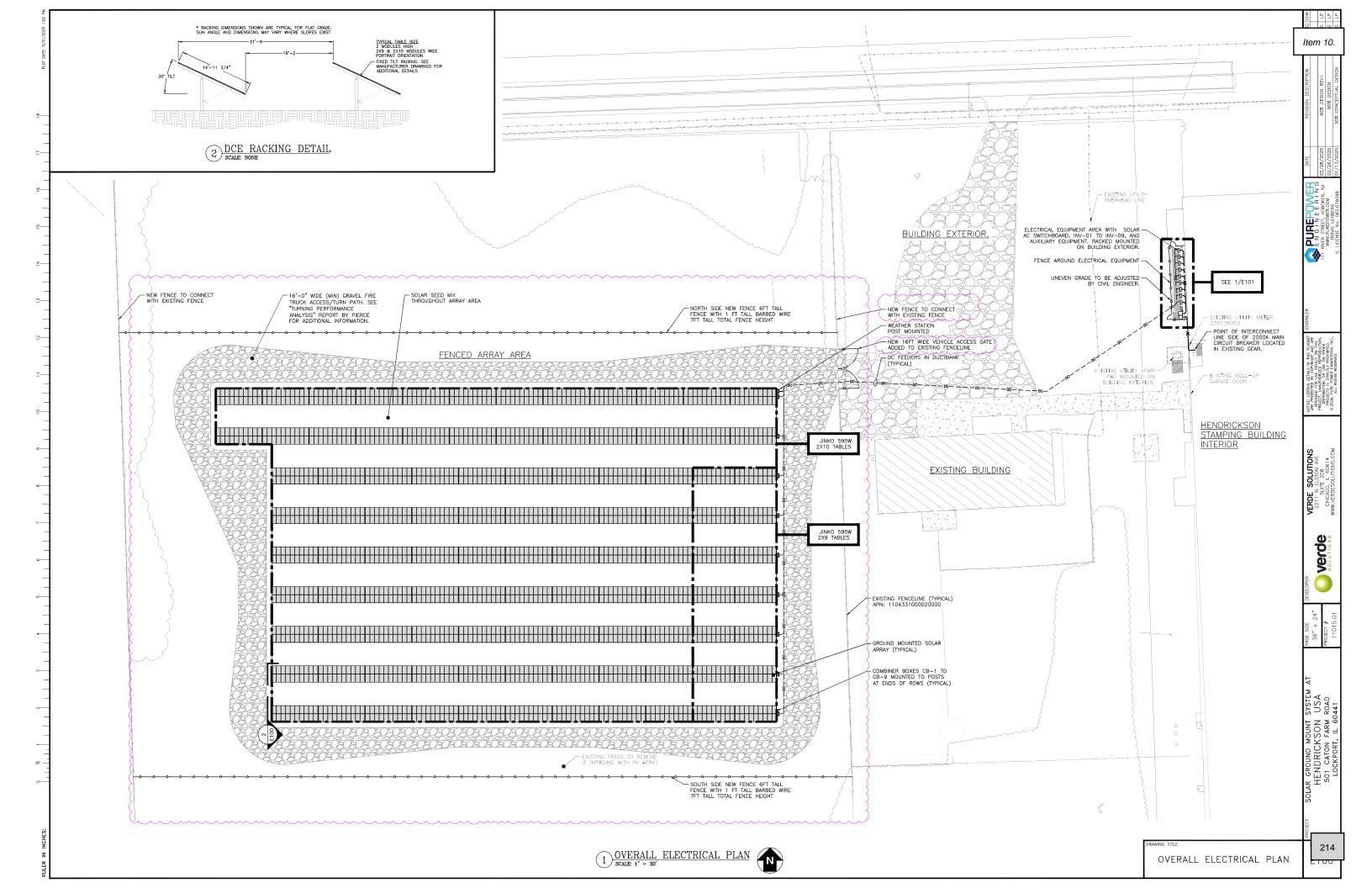
UG

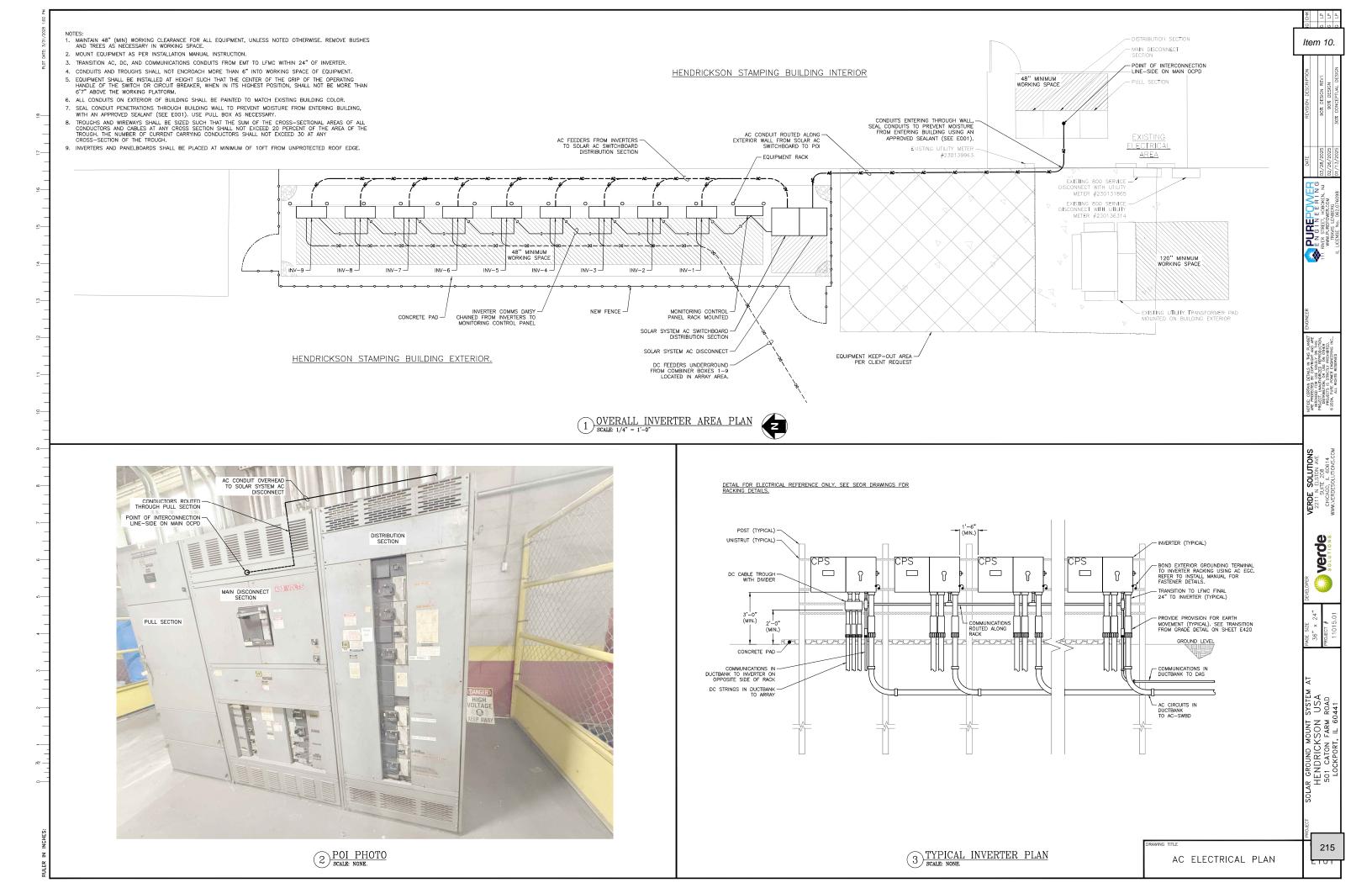
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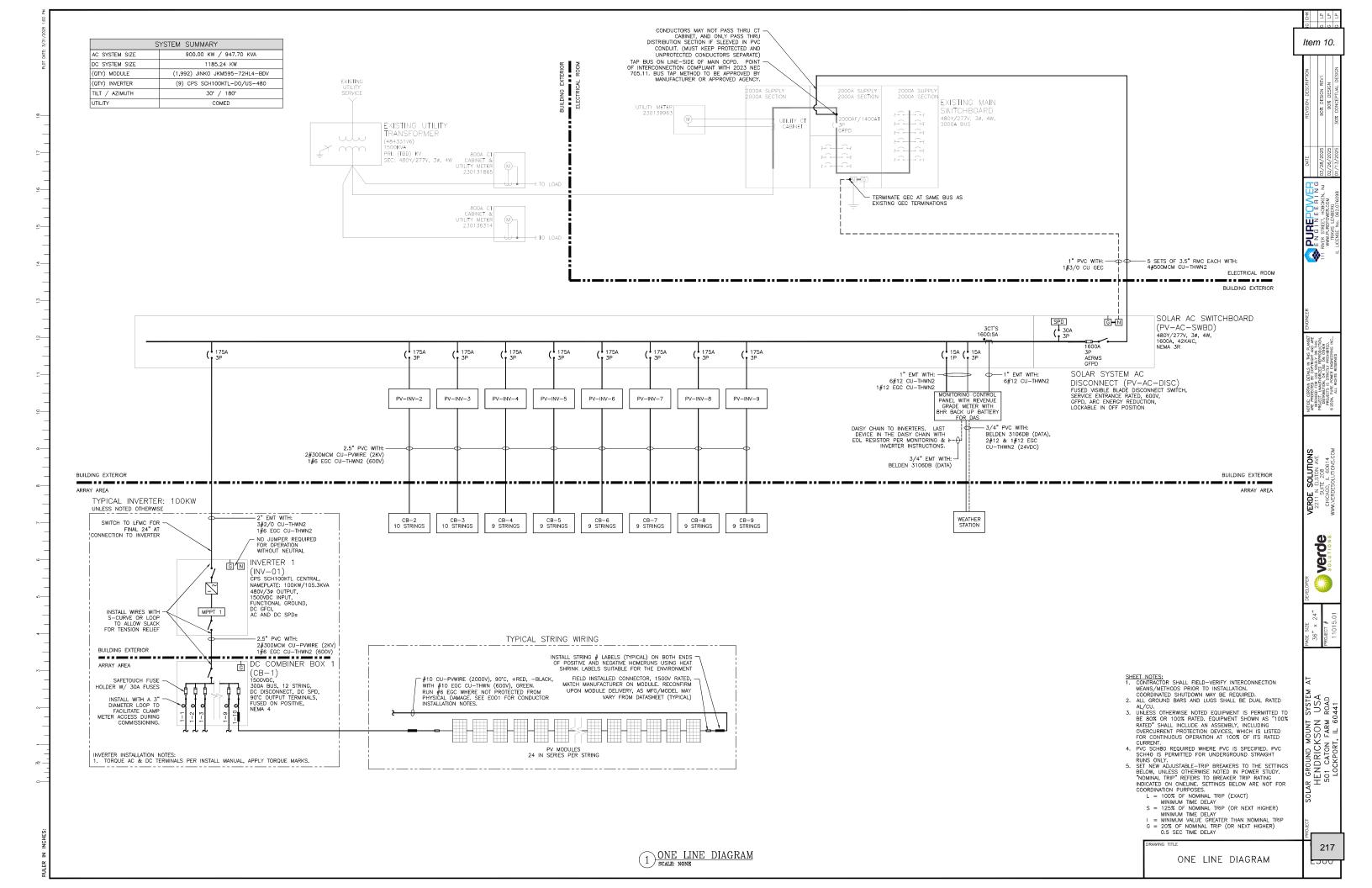
VA

XFMR





STRING	8-5 24									CONDUIT	FILL TABLE (PV	WIRE, 2000VDC MAX)	S S S S S S S S S S S S S S S S S S S
SUMMARY STRING NAME MODULES PER STRING	8-6 24 8-7 24 8-8 24										XIMUM NUMBER OF LOWANCE FOR AN AL	CU #10 PV WIRES. DDITIONAL GROUND WIRE) CONDUIT LENGTH OVER 24"	Item 10.
1-1 24 1-2 24	8-9 24 9-1 24									CONDUIT TRADE SIZE	CONDUIT LENGT	H 24" OR LESS (40% FILL - FILL) W/ CONDITIONS OF USE)	N N
1-3 24 1-4 24	9-2 24 9-3 24								-	3/4" 1"		3 2 5 3 9 6	ESCRIPTIC SN REV1 SSIGN UAL DESI
1-5 24 1-6 24	9-4 24 9-5 24								-	1.25" 1.5" 2"	1.	3 9 9	VISION DI D% DESIG 90% DE
1-7 24 1-8 24	9-6 24 9-7 24								-	2.5"	3	3 9 9	9 9 30%
1-9 24 1-10 24 2-1 24	9-8 24 9-9 24									3.5" 4"		0 9	52 52
2-2 24 2-3 24	TOTAL 1992								-			PV WIRE WITH 0.28in O.D., 1 TEMP. DERATE JT, 1 IN PARALLEL, AND 25A FUSES	DATE 3/28/20; 2/26/20 1/13/20;
2-4 24 2-5 24										STRING WIRING NOTE: STRING WIRES TO BE GROUPED	BY CIRCUIT INTO SAM	ME CONDUIT OR CABLE TRAY PER NEC 300.3(B)	∭Z ½ ∞
2-6 24 2-7 24													E R I OBOKEN R.COM IRG 2.07609
2-8 24 2-9 24													GINE GINE BIREET, H PUREPOWE MIS LENBI
2-10 24 3-1 24													PURE E N G I N K 111 RWE STRET, WWW, PUREDON TRANS LEN IL LUGENSE No. 0
3-2 24 3-3 24		1 5(24)		1 4/24)	1-3(24)		1 2(24)		1 1 1 1 1 1 1 1 1 1 1	24)	CB-1		***
3-4 24 3-5 24 3-6 24	•	1-6(24)-	•	1-7(24)	1-3(24)		1-9(24)	3 9	1-10	(24)	-j -		
3-7 24 3-8 24													EE.
3-9 24 4-1 24		2-5(24)	•	2-4(24)	2-3(24)		2-2(24)		2-10	(24)	CB-2		ENGINE
4-2 24 4-3 24		2-6(24)	•	2-7(24)	2-3(24)		2-9(24)	• •	2-10	(24)	의 		IS PLANSET T AND ARE ON THIS ODDUCTION, OTHER HIBITED. D
4-4 24 4-5 24											8 		MALS IN THE COPYRIGHT SE SOLELY (RIZED REPA RE USE ON I RICLY PROH RICLY PRO
4-6 24 4-7 24		3-5(24)	3-4(24)	3-3(24)		3-2(24)		3-1((24)	 		NOTICE, CERTAIN DETAIL. ARE PROTECTED BY CA. PROJECT, UNANTHABEL PROJECT, UNANTHABEL PROJECT, PURE POWER © 2024, PURE POWER
4-8 24 4-9 24 5-1 24			•	-3-6(24)-	-3-7(24)	•	3-8(24)	• •	3-9((24)			NOTICE: (ARE PRE INTENT INTENT PROJECT DISTORTED PROJECT PROJ
5-1 24 5-2 24 5-3 24											မွ် 		
5-4 24 5-5 24		4-5(24)	4-4(24)	4-3(24)		4-2(24)		4-10	(24)	CB-4		9 800
5-6 24 5-7 24			• •	4-6(24)	4-3(24)	•	-4-8(24)	• •	4-90	(24)	-1 		SOLUTIONS ESTON AVE IITE 208 0, IL 60614 ESOLUTIONS.COM
5-8 24 5-9 24											 - -		DE SO 1 N ELS SUITE CAGO, II
6-1 24 6-2 24		5-5(24)	5-4(24)	5-3(24)		5-2(24)		5-1(24)	CB-5		VERDE 2211 N SUI CHICAGG
6-3 24 6-4 24				5-6(24)	5-7(24)		-5-8(24)		5-90	(24)			ذ
6-5 24 6-6 24 6-7 24											 		Verde
6-8 24 6-9 24		6-5(24) •	6-4(24)-	6-3(24)	•	-6-2(24)	• •	6-1((24)	CB-6		
7-1 24 7-2 24			•	6-6(24)	6-7(24)		6-8(24)		6-90	(24)	Ĭ I I		DEVELOPE
7-3 24 7-4 24											8		24"
7-5 24 7-6 24		7-5(24)	7-4(24)	7-3(24)	•	7-2(24)	• •	7-1((24)	CB-7		GE SIZE 36" x ROJECT #
7-7 24 7-8 24			•	7-6(24)	7-7(24)	· · · · · · · · · · · · · · · · · · ·	7-8(24)		7-90	24)	ă -		2 2
7-9 24 8-1 24 8-2 24													ΔT
8-3 24 8-4 24		8-5(24)	8-4(24)	8-3(24)		8-2(24)		8-1((24)	CB-8		5
				-3-0(24)	0-7(2+)-		0-0(24)		9-9(24)	8 		r syster V USA M ROAD 30441
													AR GROUND MOUNT S HENDRICKSON 501 CATON FARM F LOCKPORT, IL 604
		9-5(24) - •	9-4(24)	9-3(24)		9-2(24)	• •	9-1(24)	CB-9		UND P
				3, 3(24)	3,7(21)		3, 3(24)		3,3,	2-17			GRO HEND 501 C
													SOLAF F
													Lo CI
				IMPORTANT TOR MUST REDLINE				<u>STRI</u>	NG LABEL KEY	· -	F.	DRAWING TITLE	PROJE
			DRAWING AS-BUIL	S TO REFLECT EXACT T STRINGING AND RETURN T POWER.	1) DC ELECTRIC SCALE: 1" = 20'	AL PLAN		2-3	STRING #			DC ELECTRICAL PLAN	216
			_70 T OKE		Donne, 1 - av								



							AC	CIRCUIT CA	LCULATIONS											
EQUIPMENT SUPPLIED	FED FROM	VOLTAGE	FULL LOAD AMPS (FLA)	FLA x 1.25	OCPD SIZE [A]	CONDUIT TYPE	CONDUIT SIZE	CONDUCTORS PER PHASE	PHASE CONDUCTOR SIZE	NEUTRAL CONDUCTOR SIZE	GROUND CONDUCTOR SIZE	75° AMPACITY	90° AMPACITY	90° AMPACITY WITH C.O.U.	CABLE TRAY AMPACITY WITH C.O.U	C.O.U DERATE AMBIENT TEMP	C.O.U. DERATE CONDUIT FILL	FEEDER LENGTH (ONE-WAY) [FT]	SEGMENT VOLTAGE DROF AT FLA	TOTAL VOLTAGE DROP AT FLA
SOLAR SYSTEM AC DISCONNECT SWITCH	POINT OF INTERCONNECTION	480	1140.3	1425	1600	RMC	3.5"	5	CU 500MCM	CU 500MCM	CU #3/0 GEC	1900	2150	2150	N/A	1.00	1.00	75	0.18%	0.18%
SOLAR AC SWITCHBOARD	SOLAR SYSTEM AC DISCONNECT SWITCH	480	1140.3	1425	1600	BUS	N/A	N/A	1600A BUS	1600A BUS	BUS	1600	1600	1600	N/A	1.00	1.00	10	0.00%	0.18%
INVERTER 1	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	15	0.07%	0.25%
INVERTER 2	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	20	0.09%	0.27%
INVERTER 3	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	25	0.11%	0.29%
INVERTER 4	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	30	0.14%	0.32%
INVERTER 5	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	35	0.16%	0.34%
INVERTER 6	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	40	0.18%	0.36%
INVERTER 7	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	45	0.21%	0.38%
INVERTER 8	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	50	0.23%	0.41%
INVERTER 9	SOLAR AC SWITCHBOARD	480	126.7	158	175	PVC	2"	1	CU #2/0	NONE	CU #6	175	195	195	N/A	1.00	1.00	55	0.25%	0.43%

	PV DC FEEDER CALCULATIONS																					
COMBINER BOX	CABLE MANAGEMENT	QTY OF STRINGS	OPERATING VOLTAGE Vmp [V]	STRING MAXIMUM CURRENT (SAM SIMULATED Imax) [A]	FEEDER MAX CURRENT (Imax) [A]	FEEDER CONTINUOUS CURRENT (Imax x 1.25) [A]	OCPD SIZE [A]	CONDUIT TYPE	CONDUIT SIZE	CONDUCTORS PER POLE	CONDUCTOR SIZE	GROUND SIZE	75* AMPACITY	90° AMPACITY	90° AMPACITY WITH C.O.U. ADJUSTME NT	CABLE TRAY AMPACITY WITH C.O.U.	C.O.U DERATE FOR AMBIENT TEMPERATURE	C.O.U. DERATE FOR NUMBER OF CURRENT CARRYING CONDUCTORS	STRING OPERATING CURRENT (STRING Imp) [A]	FEEDER OPERATING CURRENT [A]	FEEDER LENGTH (ONE WAY) [FT]	FEEDER VOLTAGE DROP
CB-1	CONDUIT	10	1063	17.15	172	214	225	PVC	2.5"	1	AL 300MCM	CU #4	230	260	260	N/A	1	1	13.43	134	360	0.6%
CB-2	CONDUIT	10	1063	17.15	172	214	225	PVC	2.5"	1	AL 300MCM	CU #4	230	260	260	N/A	1	1	13.43	134	368	0.7%
CB-3	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	405	0.7%
CB-4	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	442	0.7%
CB-5	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	480	0.8%
CB-6	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	519	0.8%
CB-7	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	555	0.9%
CB-8	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	595	1.0%
CB-9	CONDUIT	9	1063	17.15	154	193	225	PVC	2.5"	1	AL 300MCM	CU #6	230	260	260	N/A	1	1	13.43	121	629	1.0%

INVERTERS 1-9

SAM SIMULATE	D VALUES		
MAXIMUM CURRENT [A]	17.15		
MAXIMUM VOLTAGE [V]	1408.76		
THE STRING MAX CURRENT IS CAL MODEL SIMULATION PROGRAM P			

MODEL SIMULATION PROGRAM PROVIDED BY THE NATIONAL RENEWABLE ENERGY LABORATORY, REFERENCE SAND 2004—3535, PHOTOVOLTAIC ARRAY PERFORMANCE MODEL, AS ALLOWABLE BY NEC 690.8(A)(1)(2), THE CALCULATED CURRENT IS 97.1% OF THE VALUE USING 690.8(A)(1)(1).

MODULE SPECIFICATIONS						
MAKE/MODEL	JKM595N-72HL4-BDV					
POWER [W]	595					
ISC [A]	14.13					
IMP [A]	13.43					
voc [v]	53.10					
VMP [V]	44.31					
β VOC [%/degC]	-0.250%					
SITE CLIMATE CRITERIA (W	EATHER STATION NAME)					
ASHRAE HIGH [℃]	29.9					
ASHRAE LOW [℃]	-23.5					
ELEVATION (m)	201					
STRING SPECIFICA	TIONS AT STC					
MODULES/STRING	24					
POWER [W]	14280					
STRING ISC [A]	14.13					
STRING IMP [A]	13.43					
STRING VMP [V]	1063.44					

IIIVELIEUS	1-9	IIVVI	ELIEVO	1-5	IIVVI	TKIEKO (5-9
STRING WIRE GAUGE DC IMPEDANCE [OHM/KFT] OPERATING VOLTAGE [VDC]	10AWG-CU 1.2900 1063	STRING NUMBER	TOTAL STRING DISTANCE [FT]	STRING VOLTAGE DROP	STRING NUMBER	TOTAL STRING DISTANCE [FT]	STRING VOLTAGE DROP
OPERATING CURRENT	17.2	1-1	55	0.23%	6-1	55	0.23%
[AMP]	17.2	1-2	145	0.61%	6-2	145	0.61%
		1-3	235	0.98%	6-3	235	0.98%
		1-4	325	1.36%	6-4	325	1.36%
		1-5	415	1.73%	6-5	395	1.65%
		1-6	415	1.73%	6-6	325	1.36%
		1-7	325	1.36%	6-7	235	0.98%
		1-8	235	0.98%	6-8	145	0.61%
		1-9	145	0.61%	6-9	55	0.23%
		1-10	55	0.23%	7-1	55	0.23%
		2-1	50	0.21%	7-2	145	0.61%
		2-2	145	0.61%	7-3	235	0.98%
		2-3	235	0.98%	7-4	325	1.36%
		2-4	325	1.36%	7-5	395	1.65%
		2-5	415	1.73%	7-6	325	1.36%
		2-6	415	1.73%	7-7	235	0.98%
		2-7	325	1.36%	7-8	145	0.61%
		2-8	235	0.98%	7-9	55	0.23%
		2-9	145	0.61%	8-1	55	0.23%
		2-10	55	0.23%	8-2	145	0.61%
		3-1	55	0.23%	8-3	235	0.98%
		3-2	145	0.61%	8-4	325	1.36%
		3-3	235	0.98%	8-5	395	1.65%
		3-4	325	1.36%	8-6	325	1.36%
		3-5	395	1.65%	8-7	235	0.98%
		3-6	325	1.36%	8-8	145	0.61%
		3-7	235	0.98%	8-9	55	0.23%
		3-8	145	0.61%	9-1	50	0.21%
		3-9	55	0.23%	9-2	145	0.61%
		4-1	55	0.23%	9-3	235	0.98%
		4-2	145	0.61%	9-4	325	1.36%
		4-3	235	0.98%	9-5	395	1.65%
		4-4	325	1.36%	9-6	325	1.36%
		4-5	395	1.65%	9-7	235	0.98%
		4-6	325	1.36%	9-8	145	0.61%
		4-7	235	0.98%	9-9	50	0.21%
		4-8	145	0.61%	AVERAGE VO	LTAGE DROP	0.91%
		4-9	55	0.23%			
		5-1	55	0.23%			
		5-2	145	0.61%			
		5-3	235	0.98%			
		5-4	325	1 36%			

INVERTERS 6-9

INVERTERS 1-5

5-4 325 5-5 395 5-6 325 1.36% 1.65% 1.36% 5-7 235 5-8 145 0.98% 0.61% 5-9 55 0.23%

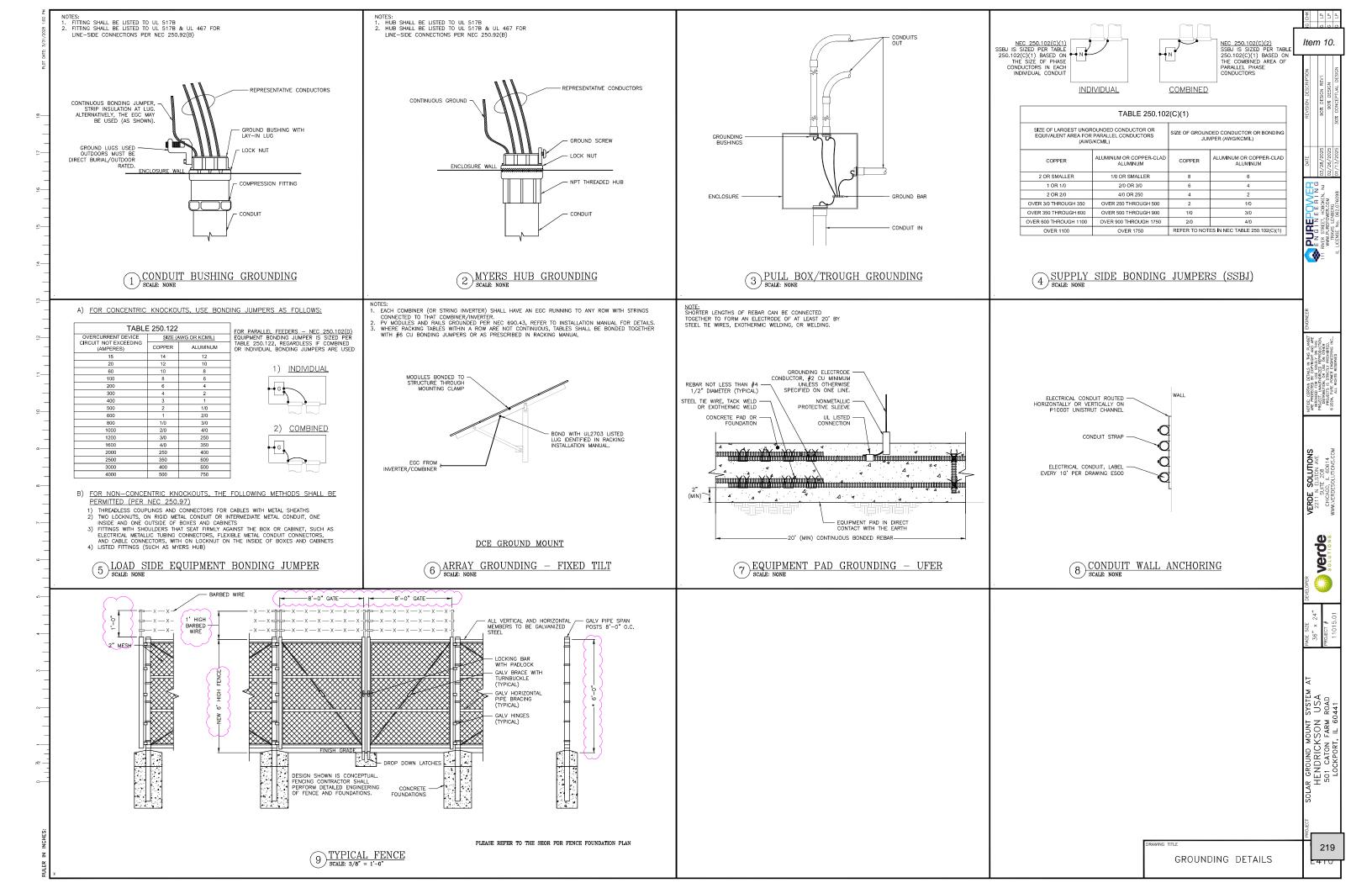
SHEET NOTES:

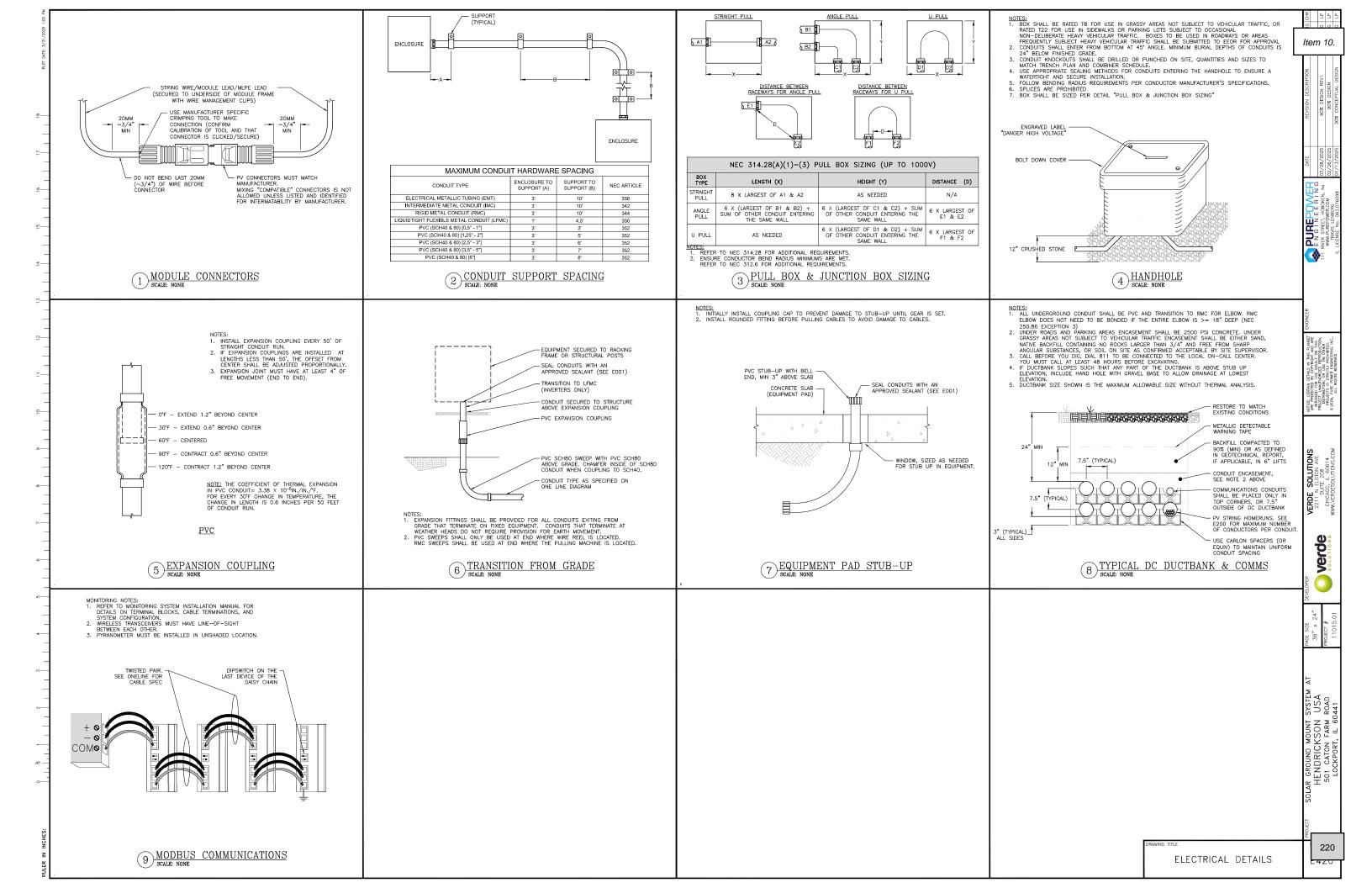
1. DISTANCES ARE ONE-WAY ESTIMATES GENERATED FOR ENGINEER'S CALCULATIONS, CONTRACTOR IS RESPONSIBLE FOR OWN MEASUREMENTS AND TAKEOFFS.

AVERAGE DC VOLTAGE DROP FROM COMBINER BOXES TO INVERTERS: 0.92%

SCHEDULES & CALCULATIONS

Item 10.





GENERAL NOTES FOR LABELS:

1. LABEL SCALE 1:2 UNLESS NOTED

2. LETTERING ON SIGNS SHALL BE CAPITAL LETTERS

3. CLEARLY LABEL ALL CIRCUIT BREAKERS IN SUBPANEL(S) / PANELBOARD(S) / SWITCHBOARD(S). THE LABEL SHALL INDICATE THE NAME OF THE DEVICE IT SERVES. USE LABEL FORMAT 5.

4. ALL LABELS SHALL BE OUTDOOR RATED. BACKGROUND COLOR TEXT HEIGHT TITLES (3/8") ALL OTHER TEXT (5/32") FORMAT 1 ENGRAVED MELAMINE TITLES (3/8") ALL OTHER TEXT (5/32") FORMAT 2 ENGRAVED MELAMINE WHITE BLACK FORMAT 3 REFLECTIVE UV RATED RED AT LEAST (3/8") TITLES (5/32") ALL OTHER TEXT (3/32") FORMAT 4 ENGRAVED MELAMINE RED (3/8") FORMAT 5 VINYL FILM WHITE BLACK TITLES (3/8" FORMAT 6 ENGRAVED MELAMINE ORANGE BLACK ALL OTHER TEXT (5/32") $\underline{\text{PER}}$ 2023 NEC 690.31(B)(2): PV SYSTEM CIRCUIT CONDUCTORS SHALL BE IDENTIFIED AT ALL ACCESSIBLE POINTS OF TERMINATION, CONNECTION, AND SPLICES. STRING HOMERUNS AT ARRAY
DC INPUT TERMINALS OF COMBINER BOX
DC OUTPUT TERMINALS OF COMBINER BOX
DC INPUT TERMINALS OF INVERTER
AC OUTPUT TERMINALS OF INVERTER
AC INPUT & OUTPUT TERMINALS OF ACH SUCCESSIVE DEVICE
(WHERE APPLICABLE) CIRCUIT BREAKER AND SWITCH LABELS:
UNLESS LABELED OTHERWISE, ALL CIRCUIT BREAKERS AND SWITCHES
SHALL BE LABELED WITH THE NAME OF THE EQUIPMENT IT IS SUPPLYING. 1 NOTES AND FORMATS SWITCHBOARD(S) COMBINER(S)

ADANGER
HIGH
VOLTAGE
KEEP OUT

INSTALL LABEL ON:
• EVERY 75' OF FENCELINE
FORMAIT SCALE 1:4

WARNING: PHOTOVOLTAIC ! POWER SOURCE

BUXES.
FORMAT: 3
CODES: NEC 690.31(D)(2), NFPA 11.12.2.1.3
NOTES: HELLERMANNTYTON #: 596-00206
OR EQUAL, LABELS SHALL BE PERMANENTLY
AND SPACED NO GREATER THAN 10 FEET
APART.

INSTALL LABEL ON:

• ALL DC EXPOSED RACEWAYS, CABLE TRAYS, PULL BOXES, AND JUNCTION BOXES.

PV SYSTEM INSTALLER INFORMATION INSTALLER INFORMATION INSTALLER IN

DANGER
HIGH VOLTAGE
KEEP AWAY

NETEL AWAY

INSTALL LABEL ON:

ALL CABLE TRAYS CONTAINING CONDUCTORS OPERATING OVER 600 VOLTS.

FORMAT:

CODES; NEC 392.18(H).

NOTES; LABELS SHALL BE PERMANENTLY AFFIXED AND SPACED NO GREATER THAN 10 FEET APART.

AWARNING

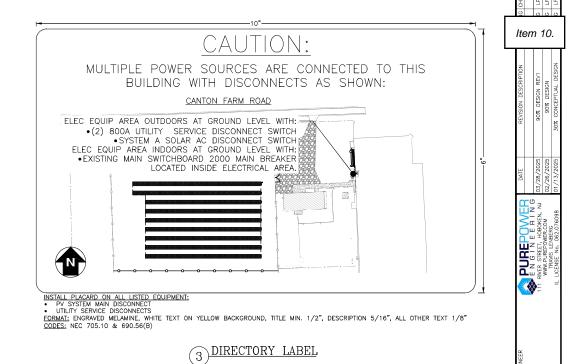
ARC FLASH AND SHOCK HAZARD

Appropriate PPE and Tools Required when working on this equipment.

INSTALL LABEL ON:

ALL EQUIPMENT NOT OTHERWISE LABELED IN POWER STUDY FORMAI: 1:1 SCALE
NOTES: OUTDOOR RATED STICKER.

(2) GENERAL SIGNAGE



DISCONNECT(S)/

INVERTER(S)

MONITORING PANEL

WEATHER STATION

MONITORING/AUXILIARY

SOLAR AC
SWITCHBOARD
WARNING: SUPPLIED BY
UTILITY & PV SOURCES.

OPERATING CURRENT: 1140.3A
OPERATING VOLTAGE: 450V
DO NOT CONNECT NON-SOLAR
LOADS TO THIS PANEL

INSTALL LABEL ON:
NAMED EQUIPMENT
FORMAT: 2

COMBINER BOX X
WARNING: ELECTRIC SHOCK HAZARD
DC DISCONNECT
MAXMUM VOLTAGE: 1063V
INSTALL LABEL ON:
• COMBINERS CB 1-CB 9
FORMAT: 2
CODES: NEC 690.7(D)

SOLAR SYSTEM
DISCONNECT SWITCH
WARNING:
PHOTOVOLTACE POWER SOURCE.
OPERATING CURRENT: 1140,34
NOMINAL VOLTAGE: 480V

BREAKER(S)

INSTALL LABEL ON:
• NAMED EQUIPMENT
FORMAT: 2
CODES: NEC 690.54 & 705.10,
NFPA 11.12.2.1.1

INVERTER X

DC AC

DISCONNECT DISCONNECT

MAXIMUM AC OPERATING CURRENT: 126.7A

NOMINAL AC OPERATING VOLTAGE: 480V

INSTALL LABEL ON:
INVERTERS 1-9

FORMAT: 2

CODES: NEC 690.7(D), NFPA 11.12.2.1.1

DEVELOPER SOLUTIONS

36" x 24 PROJECT # 11015.01

GROUND MOUNI STSIEM A ENDRICKSON USA 31 CATON FARM ROAD LOCKPORT, IL 60441

AOJECT SOLAR (

221

LABELS & SIGNAGE

100 kW, 1500 Vdc/480 Vac String Inverters for North America



CPS SCH100KTL-DO/US-480

The 100 kW high power CPS three-phase string invertes row (LFS Schild County)—480

The units are high performance, advanced, and reliable inverters designed for ground-mount applications with 480 Vac service voltage. The units are high performance, advanced, and reliable invertes designed specifically for the North American environment and grid. High efficiencies, wide operating voltages, broad temperature ranges, and a NRMA Type AK ordiocaure enable this inverter platform to operate at high performance across many applications. The CPS 100 kW products ship with the Distributed or Centralized Wire Box, each fully integrated and separable with AC and OC disconnect switches. The Enhanced DV Wire Box includes touch-safe fusing for up to 20 strings. The CPS FlexOM solution enables communication, controls and remote product upgrades.

- NFPA 70 and NEC compliant ■ Touch-safe DC fuse holders adds convenience and safety
- CPS FlexOM Gateway enables remote firmware upgrades
 Integrated AC and DC disconnect switches

- 1 MPPT with 20 fused inputs for maximum flexibility ■ Copper- and aluminum-compatible AC connections



FC This device complies with

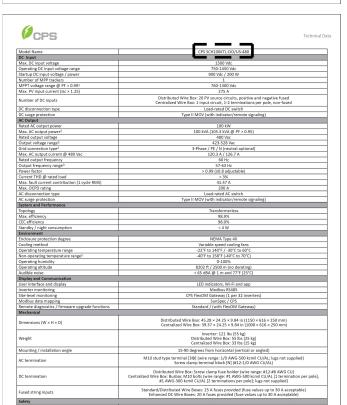
Chint Power Systems America 1380 Presidential Drive, Suite 100, Richardson, TX 75081 Tel: 855-584-7168 Mail: AmericaSales@chintpower.com Web: www.chintpowersystems.com

■ kVA headroom yields 100 kW @ 0.95 PF ■ Generous DC/AC inverter load ratios

Separable wire box design for fast service

Enhanced DC wire boxes available





 NEMA Type 4X outdoor rated, tough tested enclosu Advanced Smart-Grid features (CA Rule 21 certified)

EAGLE SOLAR PRODUCT EAGLE® G6B 580-600 WATT • N-TYPE BIFACIAL Positive power tolerance of 0~+3% NYSE-listed since 2010, Bloomberg Tier 1 manufacture Top performance in the strictest 3rd party labs Automated manufacturing utilizing artificial intelliger . Vertically integrated, tight controls on quality . Premium solar factories in USA and Vietnam **KEY FEATURES** Industrial Grade Construction Multi Busbar Half Cell Technology
Better light trapping and current col

Protected Against All Environments

BUILDING YOUR TRUST IN SOLAR, WWW.JINKOSOLAR.US

ELECTRICAL PERFORMANCE & TEMPERATURE DEPENDENCE

ELECTRICAL CHARACTERISTICS

BUILDING YOUR TRUST IN SOLAR, WWW.JINKOSOLAR US

ENGINEERING DRAWINGS

CE EC CUD US

MECHANICAL CHARACTERISTICS

Front Glass 2.0mm, Anti-Reflection Coating

Pressure Rating 5400Pa (Snow) & 2400Pa (Wind)
Hailstone Test 45mm Hailstone at 30.7m/s

TEMPERATURE CHARACTERISTICS

Temperature Coefficients of Voc

PACKAGING CONFIGURATION

RIEACIAL OUTPUT-REARSIDE POWER GAIN

12-year product and 30-year linear power warranty

5% Maximum Power (Pmax) 609Wp 614Wp 620Wp 625Wp 630Wp Module Efficiency (%) 23.57% 23.78% 23.98% 24.18% 24.39% 15% Maximum Power (Pmax) 667Wp 672Wp 679Wp 684Wp 690Wp 15% Module Efficiency (%) 25.82% 26.05% 26.27% 26.49% 26.71% 25% Maximum Power (Pmax) 725Wp 731Wp 738Wp 744Wp 750Wp Module Efficiency (%) 28.06% 28.31% 28.55% 28.79% 29.03%

60 595Wp 448Wp 600Wp 452Wp 44.31V 41.36V 44.45V 41.52V 13.43A 10.84A 13.50A 10.89A 7 53.10V 50.44V 53.30V 50.63V

JinKO

MAXIMUM RATINGS

WARRANTY

STC NOCT STC NOCT STC NOCT

Module Efficiency STC (%) 22.45% 22.65% 22.84%



-0.29%/°C -0.25%/°C

LONG SPAN LONG SPAN Structural Components GROUND MOUNT SYSTEMS

Solar Racking with the Industry's Most

Topographically Adaptable PV System

All above ground members are constructed from G115 galvanized steel with ground penetrating components from G235 or better.





Technical Benefits

» Minimal hardware

TECHNICAL SPECIFICATIONS

- » Designed to custom fit the panel
- » Fewer foundations per panel

Leading Module Height 18" - 60" MAX

LONG SPAN

Elevating the Future of Solar

Most advanced table based racking solution with the DCE Long **Span Racking System.**

- » Newly designed Long-Span pivot bracket allows for superior purlin adjustability
- » Integrated wire management & direct panel frame mounting & bonding
- » Driven Beam, ballast, or screw foundations accommodating all soil & site conditions
- » Structurally independent tables to diminish terrain challenges

HIGHER YIELD PER FOUNDATION Purlins spanning up to twelve panels in portrait orientation result in fewer foundations throughout the entire installation. More panels on each table with fewer posts installed reduce labor & material cost; compounding value per watt

elevates each one-point purlin connection to drastically improve every table's adaptability to challenging topography. The fully grounded rows can adjust to changes up to 20% grade.



INTEGRATED RONDING Each continuous row is bonded

INTEGRATED BONDING Each continuous row is bonded using serrated hardware, therefore only one ground is needed per row. No additional costly grounding components needed such as WEEBS and star washers, lowering material and installation costs. This reduces labor time, hardware, and cost for additional bonding components (Costfelia) and the components of the cost for additional bonding components.



INTEGRATED WIRE MANAGEMENT The undersid

DCE Solar delivers industry-leading racking products with unbeatable customer service. All Long Span solutions have been designed to minimize grading, lower foundation costs, and facilitate greater energy performance.

DCE Solar is a market leader in industrial grade solar mounting and consulting. DCE designs, engineers, and manufactures the leading product line in the C&I and utility market. DCE continues to set the gold standard with innovative solutions created and perfected by a trademarked, worldclass engineering and support team.



19410 Jetton Road Suite 220 Cornelius, NC 28031 USA 704-659-7474 | info@dcesolar.com | www.dcesolar.com

Elevating the Future of Solar | Made in America

222

SOLAR GROUND MC HENDRICKS 501 CATON F

Item 10.

PURE IN I

EQUIPMENT DATA SHEETS

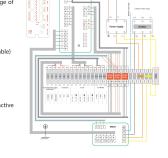
- Low-cost, complete hardware and software package
- Includes revenue-grade site-level meter (CTs not supplied, and must have output voltage of 0.333Vac at full scale)
- Full access to inverter data (15+ parameters per inverter)

- 5 years of monitoring included (extensions available)
- Automated site commissioning report
- Up to 32 devices per Flex Gateway (no additional fees for each inverter connection)
- Site activation with "CPS Connect Pro" app (iOS and Android)
- Inverter on/off, remote arc-fault reset, PF and active power curtailment controls capability
- Remote CT reversal capability



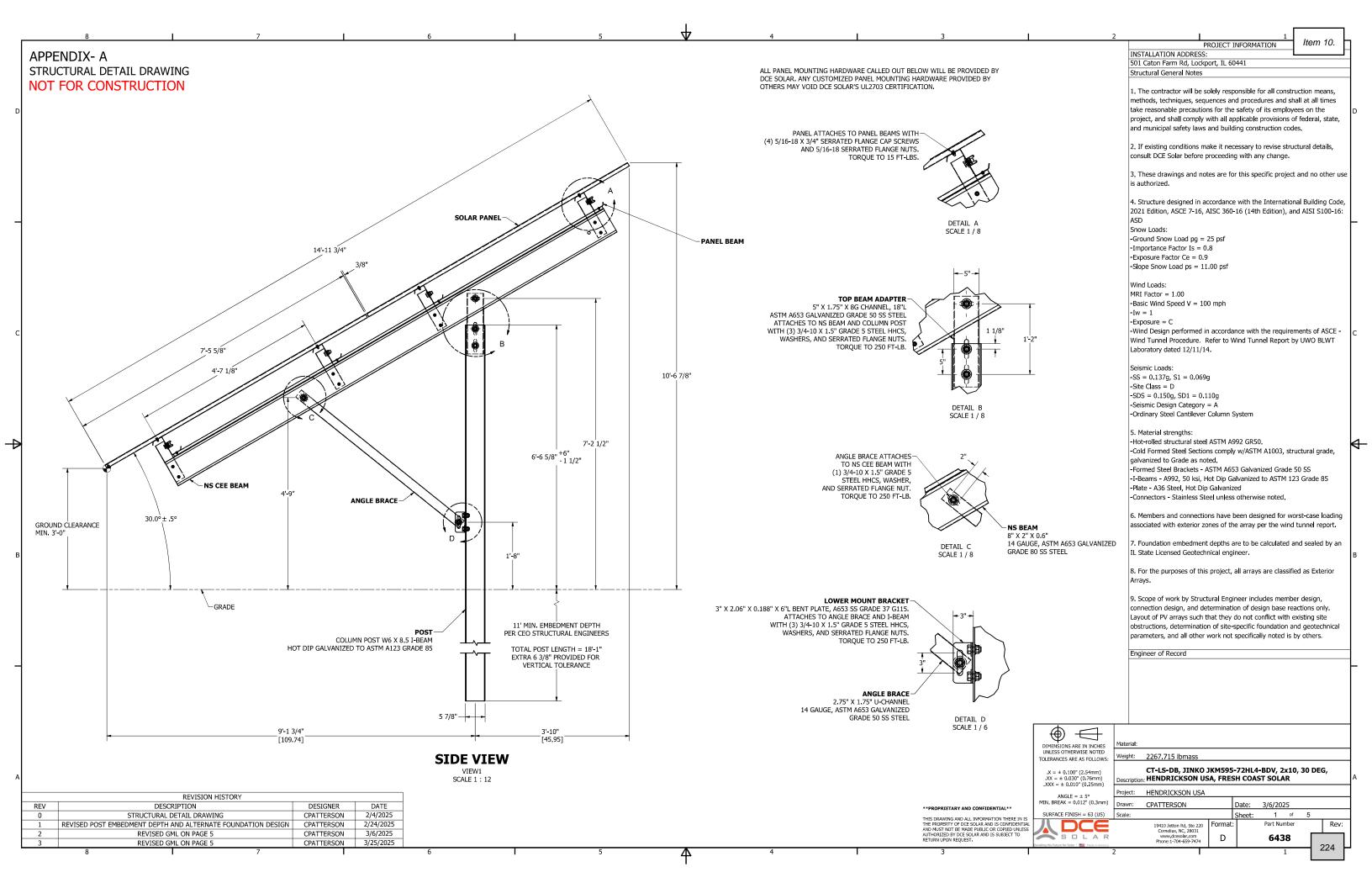
The CPS FlexOM Meter offers a revenue-grade metering solution for CPS 25, 36, 50, 60, 100, and 125 kW inverters. The FlexOM meter solution includes a FlexOM Gateway and revenue-grade meter integrated into a NEMA 4 enclosure. FlexOM Portal Bundles are offered by CPS with web portal data access to features such as data charting, monitoring alerts, kiosk view, and more!

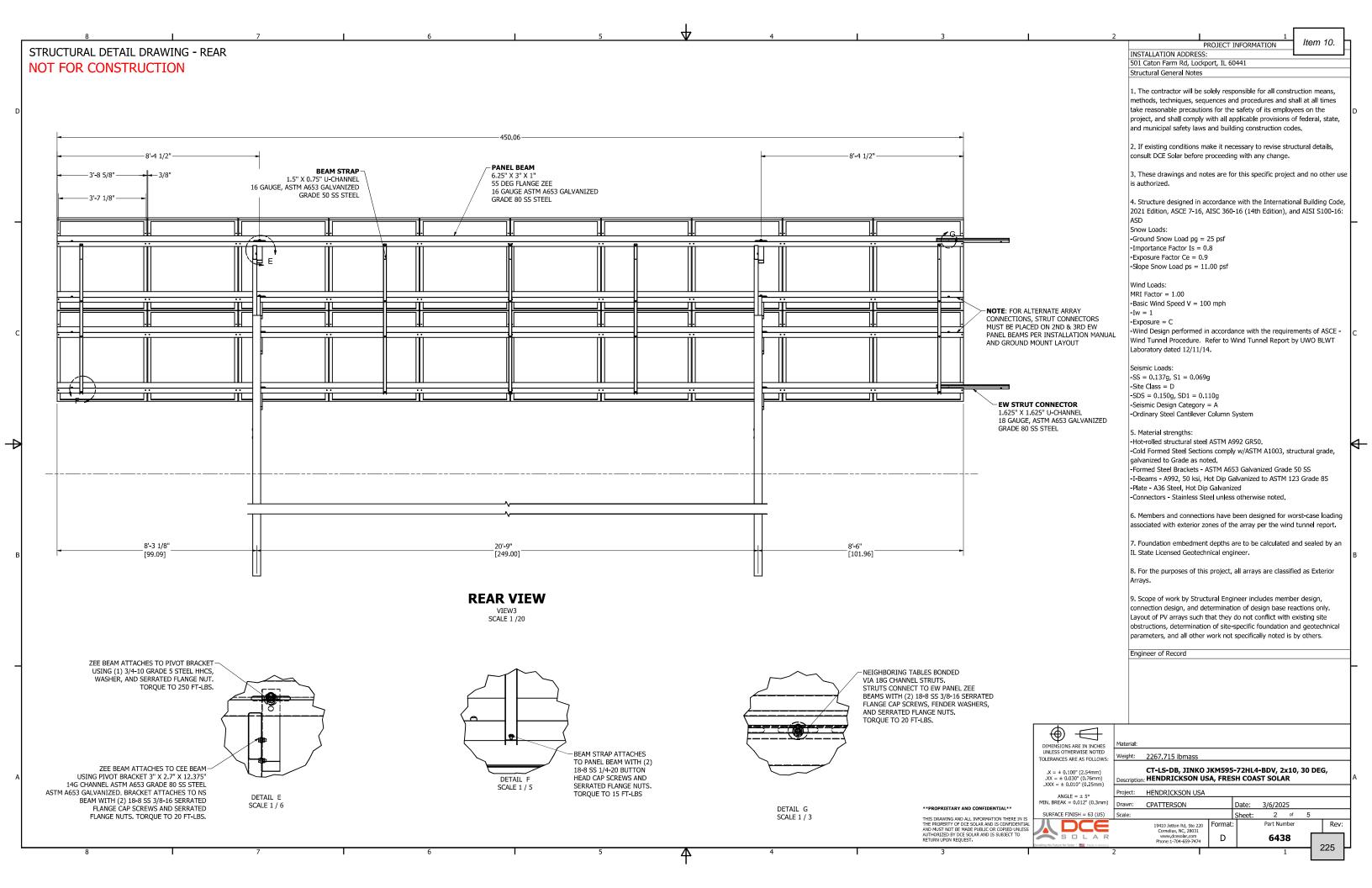
- Low-cost, complete hardware and software package
- Includes revenue-grade site-level meter (CTs not supplied, and must have output voltage of 0.333Vac at full scale)
- 1- to 20-minute interval data (download up to 5 years of site data)
- 5 years of monitoring included (extensions available)
- Automated site commissioning report
- Up to 32 devices per Flex Gateway (no additional fees for each inverter connection)
- Site activation with "CPS Connect Pro" app (iOS and Android)
- Inverter on/off, remote arc-fault reset, PF and active power curtailment controls capability
- Remote CT reversal capability

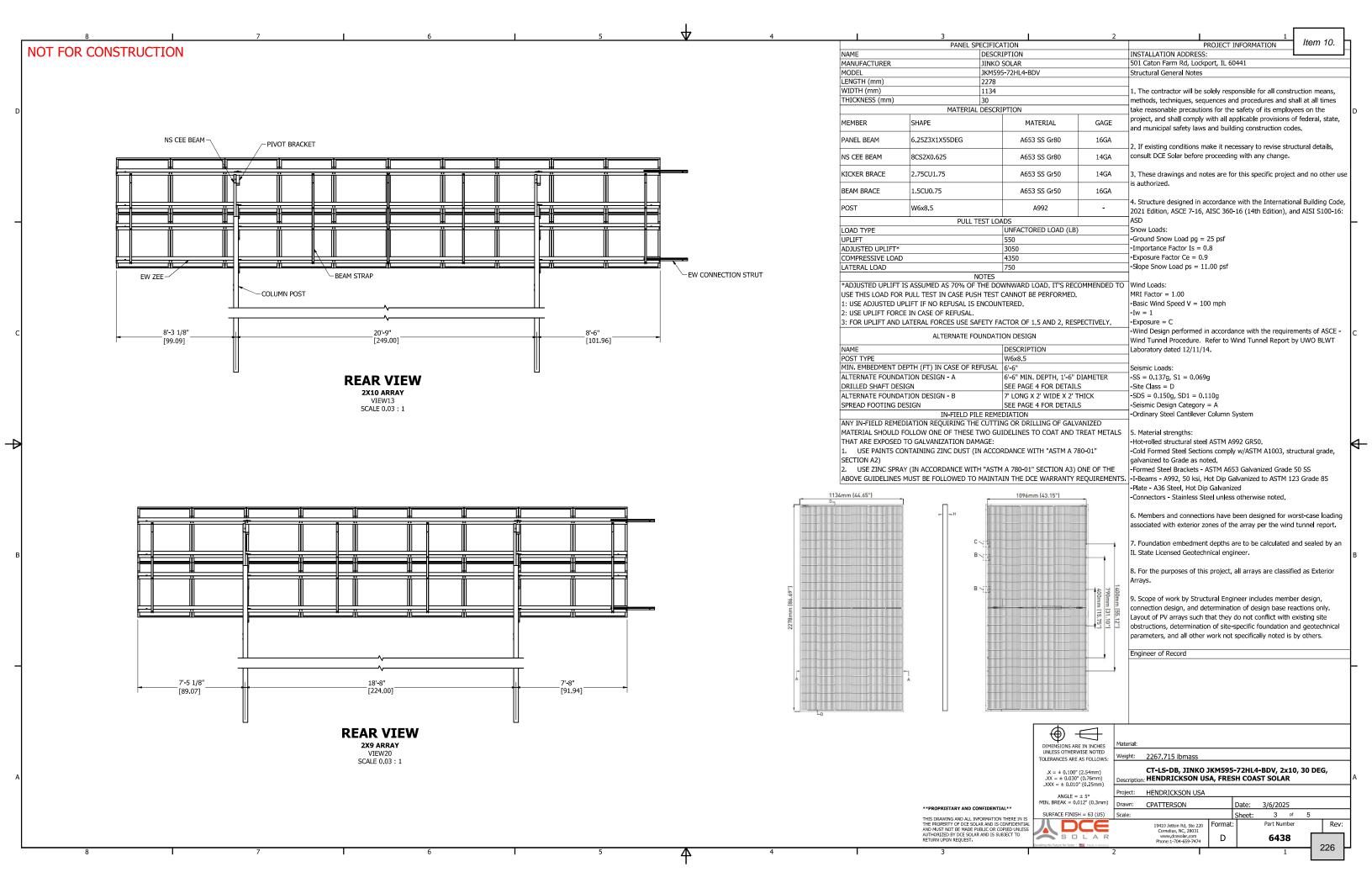


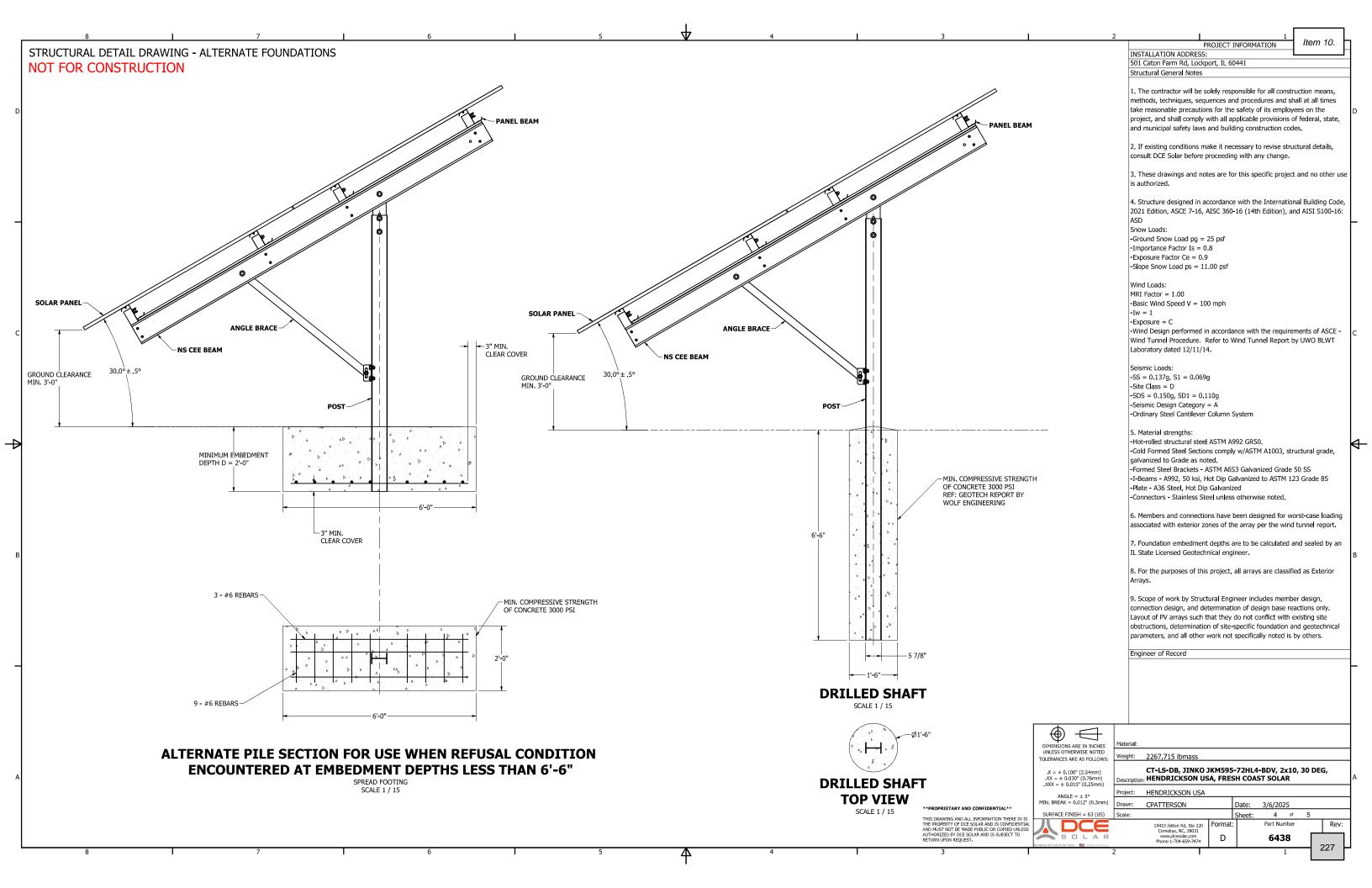
EQUIPMENT DATA SHEETS

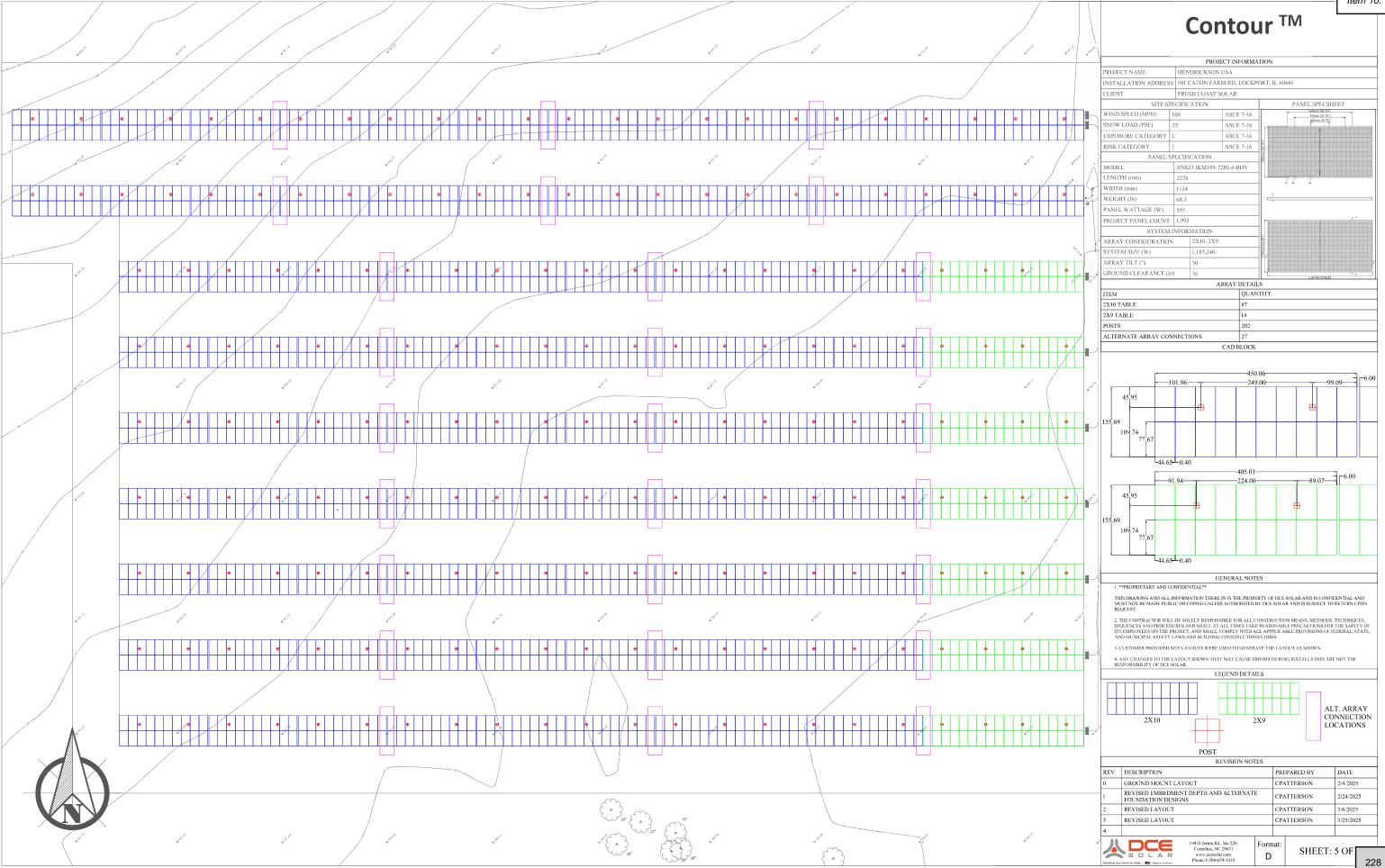
Item 10.

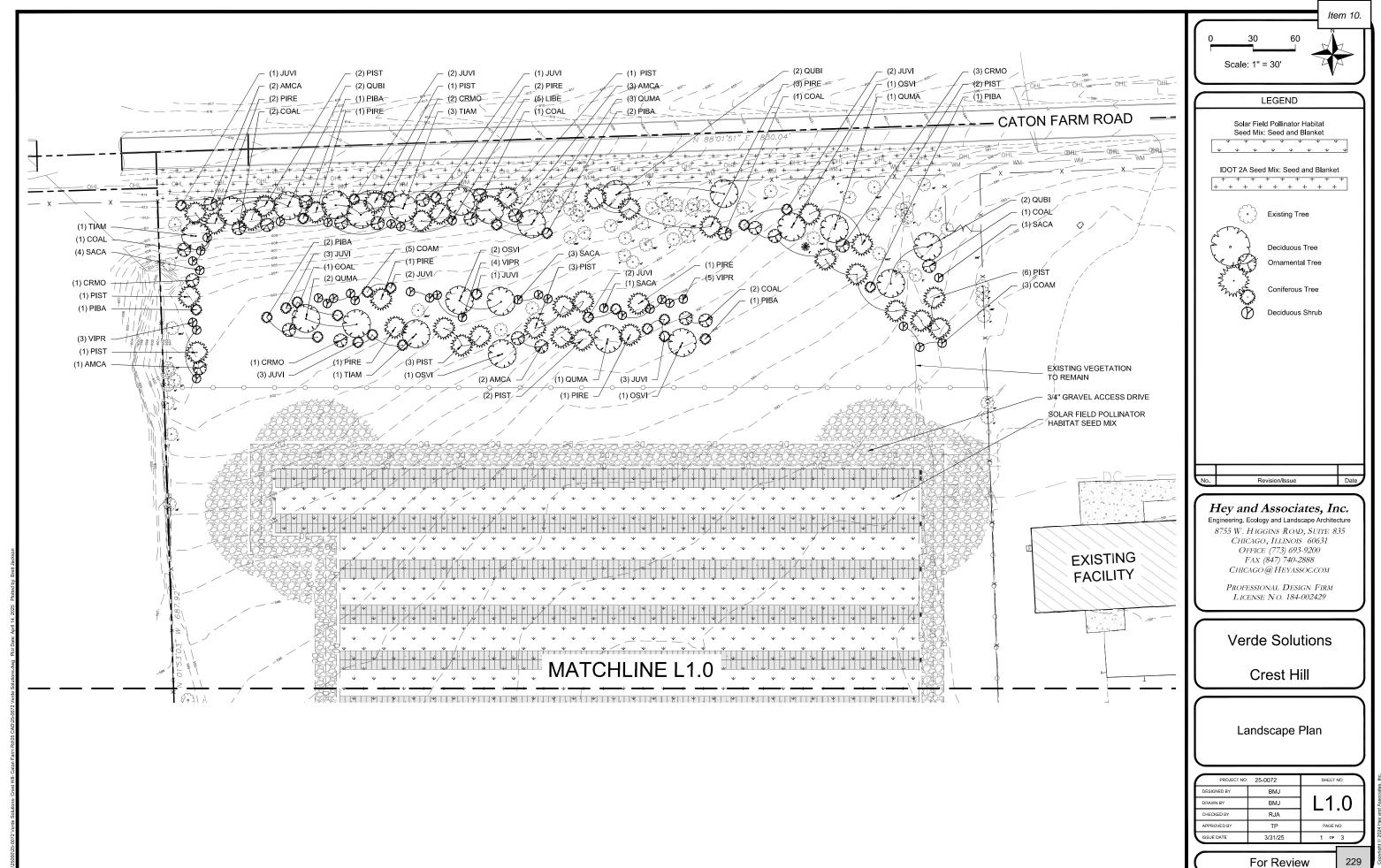


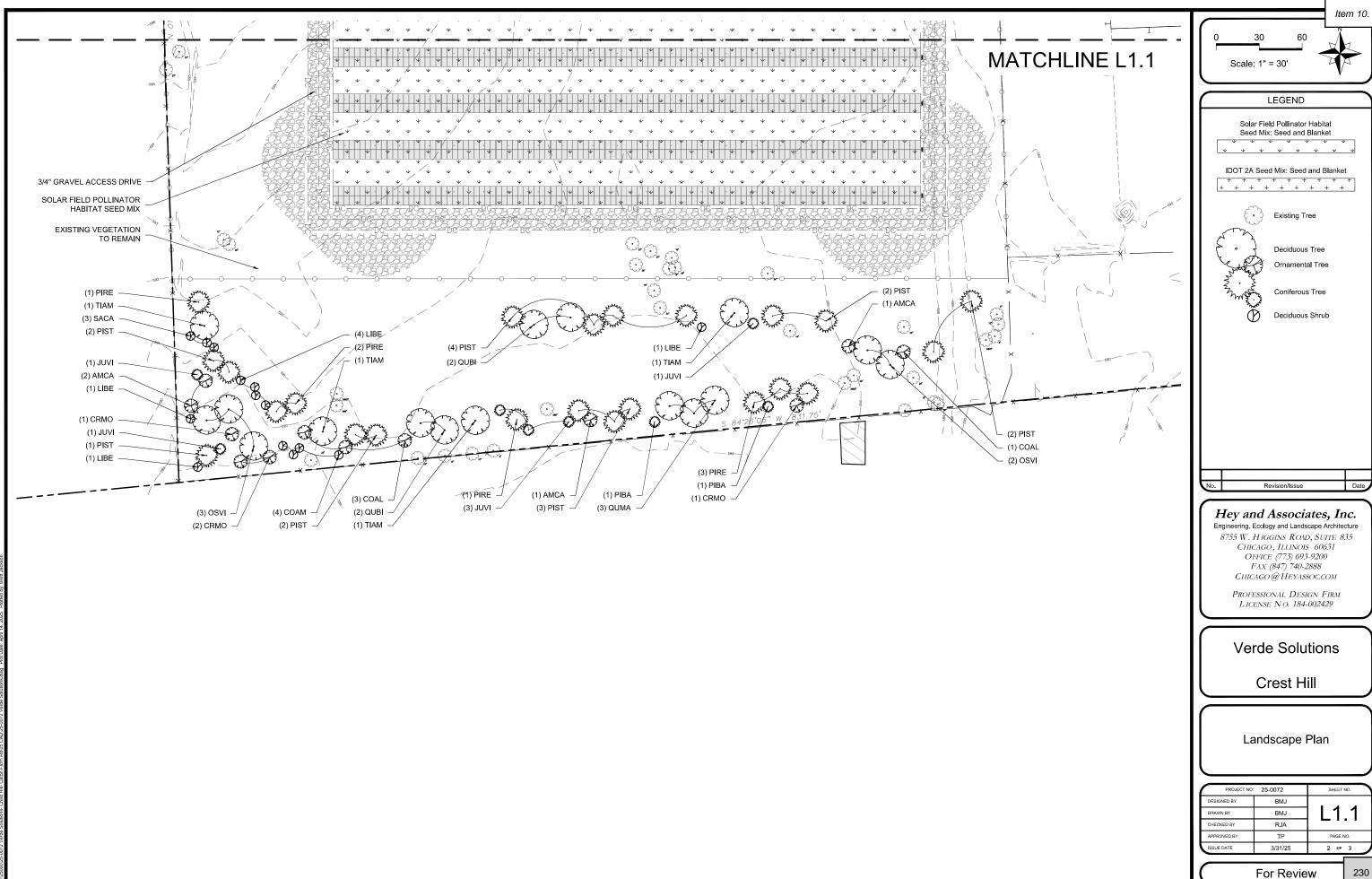












TROJECTIVO.	23-0072	SHEET NO.
ESIGNED BY	BMJ	
RAWN BY	BMJ	1 1
HECKED BY	RJA	
PPROVED BY	TP	PAGE NO:
SSUE DATE	3/31/25	2 OF 3

		_		
Quantity	Code	Size	Botanical Name	Common Name
DECIDUOL	JSTREES			
10	OSVI	2.5" CAL	Ostrya virginiana	American Hophornbean
10	TIAM	2.5" CAL	Tilia americana	American Basswood
10	QUBI	2.5" CAL	Quercus bicolor	Swamp White Oak
10	QUMA	2.5" CAL	Quercus macrocarpa	Bur Oak
CONIFERO	USTREES			
26	JJM	6HT	Juniperus virginiana	Eastern Red Cedar
10	PIBA	6HT	Pinus banksiana	Jack Pine
20	PIRE	6HT	Pinus resinosa	Red Pine
36	PIST	6HT	Pinus strobus	Eastern White Pine
ORNAMEN	TAL TREES			
12	AMCA	6HT	Amelanchier canadensis	Shadblow Serviceberry
12	COAL	6HT	Cornus alternifolia	Pagoda Dogwood
12	CRMO	6HT	Crataegus mollis	Downy Hawthorn
DECIDUOL	JSSHRUBS			
12	COAM	#5 CONT	Cornus amomum	Silky Dogwood
12	∐BE	#5 CONT	Lindera benzoin	Northern Spicebush
12	SACA	#5 CONT	Sambucus canadensis	American Ederberry
12	VIPR	#5 CONT	Viburnum prunifolium	Blackhaw Viburnum

Solar Field Pollinator Habitat Seed Mix

Source: Stantec

Apply at 41.25 PLS pounds per acre Mature height of species selected = under 3'

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-or	D:	š	

Forbs		
Scientific Name	Common Name	Total Ozs.
Allium cernuum	Nodding Onion	6.0
Aquilegia canadensis	Wild Columbine	1.0
Asclepias syriaca	Common Milkweed	4.0
Chamaecrista fasciculata	Partridge Pea	12.0
Coreopsis lanceolata	Sand Coreopsis	10.0
Dalea purpurea	Purple Praire Clover	6.0
Liatris pychnostachya	Prairie Blazing Star	2.0
Lupinus perennis var. occidentalis	Wild Lupine	2.0
Monarda punctata	Horse Mint / Spotted Bermagot	1.5
Penstemon hirsutus	Hairy Beard Tongue	1.5
Solidago nemoralis	Old-Field Goldenrod	1.0
Symphyotrichum pilosum	Hairy Aster	1.0
Verbena stricta	Hoary Vervain	2.0
Zzia aurea	Golden Alexander	2.0
	TOTAL	52.0
Grasses		
Bouteloua curtipendula	Side-Oats Grama	24.0
Carex bicknellii	Copper-Shouldered Oval Sedge	3.5
Koeleria macrantha	June Grass	1.5
Schizachyrium scoparium	Little Bluestem	64.0
Sporobolus heterolepis	Prairie Dropseed	3.0
	TOTAL	96.0
Cover Crop		
Avena sativa	Common Oat	512.0
	TOTAL	512.0

IDOTClass 2A (salt tolerant roadside mix)

Source: IDOT

Seeding rate: 200 lbs/acre (3,834 seeds / square foot) Mature height of species selected = under 3'

orbs	

Forbs			
Scientific Name	Common Name	%Mix	Total Ozs.
Festuca arundinacea	Tall Fescue	30	60.0
Festuca rubra	Red Fescue	15	30.0
Festuca trachyphylla	Hard Fescue	15	30.0
Lolium perenne	Perennial Rye	10	20.0
Puccinellia distans	Alkali Grass	30	60.0
	TOTAL		200.0

Ordinance code: 15.04.040 (2)

1 planting (tree or shrub) per 725 sf 10 sf groundcover per planting

226,939 sf existing / 725 = 313 plantings 313 plantings x 10 sf groundcover = 3,130 sf

EXISTING

313 - 97 = 216

216 (168 trees, 48 shrubs) 155,840 sf groundcover

> DEPTH TO BE FINALIZED WITH FINAL ENGINEERING PLANS BASED ON GEOTECHNICAL 12"-18" MIN. GRAVEL BASE COMPACTED SUBGRADE
> (REMOVE UNSUITABLES AS REQUIRED) MIRAFI 140N GEOTEXTILE FILTER FABRIC WIDTH VARIES (SEE PLANS)

NOTES:

1. REMOVE TOPSOIL AND ALL UNSUITABLE MATERIAL AS REQUIRED AND REPLACE WITH GRAVEL.

2. ACCESS DRIVES TO SLOPE IN THE DIRECTION OF THE EXISTING GRADE AT A MINIMUM OF 2.0% DRIVEWAY SHALL BE GRADED TO ALLOW STORMWATER TO SHEET ACROSS IT AND TO PREVENT PUDDLING.

3. ROAD SECTION SHALL COMPLY WITH RECOMMENDATIONS FROM GEOTECHNICAL REPORT.

4. FILTER FABRIC SHALL MEET THE REQUIREMENTS OF MATERIAL SPECIFICATION 592
GEOTEXTILE, TABLE 1 OR 2, CLASS I, II, OR IV AND SHALL BE PLACED OVER THE CLEARED AREA PRIOR TO THE PLACING OF ROCK.

ACCESS DRIVE/TEMPORARY LAYDOWN AREA CROSS SECTION

Notes: 1- Trees shall be of quality prescribed in crown observations and root observations details and specifications. 2- See specifications for further requirements related to this detail.

> Trunk caliper shall meet ANSI Z60 current edition for root ball size. Root ball modified as

Round-topped soil — berm 4" high x 8" wide above root ball surface shall be centered on the downhill side of the root ball for 240°. Berm shall begin at root ball

varies. (See soil preparation

Bottom of root ball rests on existing or recompacted soil.

Original slope should pass

through the point where the trunk base meets substrate/soil

Prior to mulching, lightly tamp soil around the root ball in 6" lifts to brace tree. Do not over compact. When the planting hole has been backfilled, pour water around the root ball to settle the soil.

3" layer of mulch. No more than 1" of mulch on top of root ball. (See specifications for

3" layer of mulch.
No more than 1" of
mulch on top of
root ball. (See
specifications for
mulch). Original slope should -pass through the point where the trunk meets substrate/soil. 4" high x 8" wide round - topped soil berm above root ball surface shall be centered on the downhill side of the root ball for 240°, Berm shall begin at root ball – Prior to mulching, lightly tamp soil around the root ball in 6" lifts to brace shrub. Do not over compact. When the planting hole has been backfilled, pour water around the root ball to settle the soil. Modified soil. Bottom of root ball rests on existing or recompacted soil. Existing soil SECTION VIEW

Shrubs shall be of quality as prescribed in the root observations detail and specification.

2- See specifications for further requirements related to this detail.

SECTION VIEW

LEGEND

Item 10.

Hey and Associates, Inc.

Engineering, Ecology and Landscape Architecture 8755 W. HIGGINS ROAD, SUITE 835 CHICAGO, ILLINOIS 60631 Office (773) 693-9200 FAX (847) 740-2888 CHICAGO @ HEYASSOC.COM

> Professional Design Firm LICENSE NO. 184-002429

> Verde Solutions

Crest Hill

Landscape Details

PROJECT NO:	25-0072	SHEET NO:				
ESIGNED BY	ВМЈ					
RAWN BY	ВМЈ	1 2				
HECKED BY	RJA					
PROVED BY	TP	PAGE NO:				
SUE DATE	3/31/25	3 OF 3				

For Review

Exhibit D

Unconditional Agreement and Consent

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, Hendrickson USA, LLC (the " Applicant ") is the owner of that certain real property commonly known 501Caton Farm Road, in the City of Crest Hill, Illinois and bearing the current PINs: 11-04-33-100-002-0000 and 11-04-33-100-003-0000 (" Subject Property "); and
WHEREAS, Ordinance No, approved and passed by the Crest Hill City Council on, 2025, ("the Ordinance"), conditionally approved a Special Use
Permit and Variations to allow the construction of a Utility Facility (Ground Mounted Solar
Array), subject to certain enumerated and specified conditions; and
WHEREAS, Section 6 of the Ordinance provides, among other things, that the Ordinance shall not take effect, and is subject to automatic repealer and recission, unless and until the Applicant has executed, within 60 days following the passage of the Ordinance, this Unconditional Agreement and Consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

- **NOW, THEREFORE**, the Applicant does hereby agree, and covenant as follows:
- 1. The Applicant hereby unconditionally agrees to, accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
- 2. The Applicant acknowledges that public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understands and has considered the possibility of revocation of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agrees, covenants and warrants that it will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that notice of the City's intent to Repeal or Revoke the Ordinance is provided to the Applicant as required by Section of the Ordinance.
- 3. The Applicant acknowledges and agrees that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City's granting of the Special Use Permit and Variations, or its passage of the Ordinance, and that the City's approvals do not, and will not, in any way be deemed to insure the Applicant against damage or injury of any kind at any time.
- 4. The Applicant hereby agrees to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City's review and approval of any plans and issuance of any

permits, (b) the City's passage of the Ordinance, and (c) the maintenance and use of the Property as authorized by the Ordinance.

Hendrickson USA, LLC
Ву:
ts:
Date:
SUBSCRIBED and SWORN to before me
Notary Public
My commission expires:



Agenda Memo

Crest Hill, IL

Meeting Date: | 5-12-25

Submitter: Deputy Chief Ryan Dobczyk

Department: Police Department

Agenda Item: Amendment to Administrative Citations Ordinance (Chapter 1.20)

Summary: Due to the updates of the DACRA system in the fall of last year, the city has implemented changes to the administrative hearings in regards to parking tickets. The ordinance needs to be amended to update the process of how parking tickets are processed. City staff has collaborated with City Attorney Michael Stiff to correctly update the changes to the administrative hearings with DACRA in regards to parking tickets.

Recommended Council Action: Approve the recommended changes by staff and city attorney.

Financial Impact: None

Attachments: Ord. Amd. Admin Code and Pkg. Penalties (MRS Clean) word.doc

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 1.20 AND ARTICLE 3 OF THE CODE OF ORDINANCES OF THE CITY OF CREST HILL, ILLINOIS.

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 City of Crest Hill has previously exercised said authority by adopting Chapter 1.20 Administrative Citations, and amending it from time to time; and

WHEREAS, The City Council has determined that it is necessary to amend the City of Crest Hill Code Chapter 1.20 Administrative Citations, as set forth in this Ordinance.

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 1.20 and Article 3 (Penalties and Enforcement), Division I (Penalties) of the Crest Hill Code of Ordinances is hereby repealed and replaced in its entirety as follows:

CHAPTER 1.20: ADMINISTRATIVE CITATIONS

Section

- 1.20.010 Definition
- 1.20.020 Administrative citation
- 1.20.025 Administration of citation procedures
- 1.20.030 Compromise and payment of citation
- 1.20.040 Prosecution upon non-compliance
- 1.20.050 Exception

§ 1.20.010 DEFINITION.

As used in this chapter, *ADMINISTRATIVE CITATION* is defined as a written ticket served upon a person or entity who has offended one or more provisions of the code where the sworn police officer, Department Head or their designee detecting the offense or enforcing the relevant code provision elects not to arrest the offender and issue a formal complaint, but instead elects to issue the citation and invoke administrative enforcement without initially resorting to court process.

§ 1.20.020 ADMINISTRATIVE CITATION.

- (A) In lieu of initial prosecution of a violation of any provision of this code, any person or entity accused of such a violation may be issued an administrative citation which shall require the violator to:
 - (1) Pay an administrative fee to the city within fifteen (15) calendar days of issuance of the citation, as a settlement and compromise of the claim against the violator, as set out below; and
 - (2) Correct, repair, or rectify any condition which constitutes a continuing violation of a city ordinance or regulation within the period specified in the administrative citation.
- (B) The administrative citation shall be issued as a courtesy to the violator in lieu of instituting a prosecution for the alleged violations. If the person accused of the violation fails to settle and pay the claim within the period specified in the administrative citation, further administrative and judicial action by the city shall be in accordance with §§ 1.20.030 and 1.20.040 herein. The Chief of Police is authorized to promulgate administrative regulations to implement the administrative ticket program, including production of an appropriate form citation to be issued to the violator.

§ 1.20.025 ADMINISTRATION OF CITATION PROCEDURES.

- (A) Sworn police officers shall be empowered to administer administrative citations for all violations of this code and the Crest Hill Zoning Ordinance, being Ord. No. 789, amended by Ord. No. 1151, amended by Ord. No. 1778. The Community and Economic Development Director or their designee shall be empowered to issue administrative citations relating to building code violations, builders' and contractors' registration and/or permit violations, zoning ordinance violations, violations of any rental property or other real property inspection provisions contained in this code, public nuisances, illegally stored junk and illegally stored vehicles, and parking tickets.
- (B) Any administrative citations issued by a sworn police officer will proceed for administration purposes through the Police Department. Any matter related to administrative citations issued by a Department Head, or their designee shall proceed through the Community and Economic Development Department and the Community and Economic Development Department shall keep separate records concerning the administration of said code violations. Provided, however, once there has been failure or refusal of the violator to proceed with compromise and payment of a citation as specified in § 1.20.030, all further prosecution for noncompliance through the local court system shall fall under the administration of the Police Department under § 1.20.040.
- (C) Form citations under 1.20.020(B) shall be uniform as between the Police Department and the Community and Economic Development Department, and the Police Department shall provide standard form citations to the Community and Economic Development Department for issuance of the administrative citations. The regulations of the Chief of Police with respect to administrative tickets shall apply to the Community and Economic Development Department to the extent that they do not conflict with the provisions of this chapter.

§ 1.20.030 COMPROMISE AND PAYMENT OF CITATION.

(A) Within fifteen (15) calendar days of issuance of the citation, or the next business day if the fifteenth day falls on a Saturday, Sunday or holiday observed by the city, the violator may settle and compromise the citation by paying the fine listed on the citation to the corresponding department.

If the recipient of the citation does not pay the administrative fee within the time period set out in § 1.20.030(B) above, the citation shall be subject to the hearing procedures set forth in Chapters 1.24 and 1.28.

§ 1.20.050 EXCEPTION.

This chapter shall not apply to any provisions of the Illinois Motor Vehicle Code which may be required by that code to be prosecuted in court through issuance of a uniform traffic citation.

ARTICLE 3. PENALTIES AND ENFORCEMENT.

DIVISION I. PENALTIES

- 10.01.3-100. Misdemeanors.
- 10.01.3-101. Fines.
- 10.01.3-102. Sentencing for driving under the influence of intoxicating liquor or other drug.
- 10.01.3-103. Penalties for Parking violations.

DIVISION II. ENFORCEMENT.

- 10.01.3-200. Authority of Police.
- 10.01.3-201. Authority of Direct Traffic
- 10.01.3-202. Authority of Fire department.
- 10.01.3-203. Obedience to Police and Fire Department officials.
- 10.01.3-204. Unauthorized direction of traffic.

ARTICLE 3. PENALTIES AND ENFORCEMENT DIVISION I. PENALTIES

10.01.3-100. MISDEMEANORS.

It is unlawful and a misdemeanor for a person to do any act forbidden or fail to perform any act required in this Ordinance.

10.01.3-101. FINES.

Every person found guilty of a violation of any of the provisions of this chapter for which another penalty is not provided for shall be fined for a first offense not less than \$50, but no more than \$750; for a second such finding of guilty within a 12-month period thereafter, the person shall be fined not less than \$100, but no more than \$750; and for a third or subsequent finding of guilty within the same 12 month period, the person shall be fined not less than \$150, but not more than \$750. (Am. Ord. 998, passed 7-1-96)

10.01.3-102. SENTENCING FOR DRIVING UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR OTHER DRUG.

A person convicted of violating § 11-501 of this code shall be guilty of a Class A Misdemeanor as the same is defined in the Statutes of the State of Illinois. Sentencing shall be imposed as provided under the Unified Code of Corrections, 730 ILCS 5/1-1-1 et seq.

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Whenever any motor vehicle is found to be parked in violation of this chapter with respect to rules prohibiting parking a vehicle in a designated area or according to a designated manner, or with respect to rules restricting the time a vehicle may be parked in a certain location, or with respect to parking in a metered area to cover the required time for the parking spaces occupied, or whenever any vehicle found parked within the city limits is found to be in violation of Chapter 10 of this code, the following provisions for penalties shall apply:

- (A) The penalties for parking violations other than violations with regard to handicap parking zones that are not issued on a uniform traffic citation form, violations of § 10-602 for parking during or after two inches of snowfall, improperly parking within 15 feet of a fire hydrant [ILCS Ch. 625, Act 5, § 11-303(a)(2)(b)], and improperly parking within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway [ILCS Ch. 625, Act 5, § 11-3-3(a)(2)(d)], and improperly parking in a marked fire lane shall be as follows:
 - (1) The fine shall be \$50, but will be discounted to \$30 if paid within 48 hours of the issuance of the citation;
 - (2) After 48 hours or at any time until the citation is called for hearing on the date of the administrative hearing, the fine of \$50 may be paid;
 - (3) Once the citation is called for hearing on the date of the administrative hearing, the fine shall be between \$75 and \$750, as determined by the Administrative Hearing Officer.
- (B) With respect to handicapped parking zone violations as set out in Section 10.01.11-1301.1 of the Crest Hill Vehicle Code, the fine shall be \$350 but shall be discounted to \$250 if paid within 48 hours of the issuance of the citation. After 48 hours, or at any time until the citation is called or hearing on the date of the administrative hearing, the fine of \$350 may be paid. Once the citation is called for hearing on the date of the administrative hearing, the fine shall be \$350.
- (C) The penalty for violation of § 10-602 making it unlawful to park on any city streets during or after two inches of snowfall shall be as provided in § 10.01.10-602(D).
- (D) The penalty for improperly parking within 15 feet of a fire hydrant [625 ILCS 5/11-303(a)(2)(b)], within 30 feet upon the approach to any flashing signal, stop sign, yield sign, or traffic control signal located at the side of the roadway [625 ILCS 5/11-3-3(a)(2)(d)], and for improperly parking in a marked fire lane (§ 10.01.10-615) shall be \$75.
- (E) Any police officer of this city shall conspicuously attach to such vehicle a citation on a form as described in division (F) of this section which citation shall advise the owner or operator of said vehicle that he has violated a parking provision of this code or shall hand said notice directly to the owner or driver if he is present when the citation is written.
- (F) The form of said citation shall contain space to record the make and model of the violator's vehicle, and the vehicle license plate number. The citation shall also contain a space sufficiently large to record the violation in English of whichever municipal traffic code is involved along with the applicable code section. The citation shall also contain directions as to payment of the fine within 48 hours of issuance of the citation, allowing for payment by mail or at the Police Department, and shall specify the fine schedule for the offense charged. The citation shall conspicuously inform the violator that if the fine is not paid within 48 hours, the fine will increase, and that he may appear at the administrative hearing if he seeks exoneration from paying the fine. The form shall be signed by the officer issuing the citation.
- (G) If the violator has not paid the fine within 48 hours of date of issuance, the Police Department shall send to the registered owner of the offending vehicle of the violator, if known, a notice mailed by first-class mail to his last known address as that address is reflected by the current records of the office of the Illinois Secretary of State. Said mailed notice shall specify:

- (1) The fact that the original citation was issued on a certain date, and that payment of the fine has not been made, and the early payment discount period has expired;
- (2) In cases where the violation is for handicapped parking, that payment of the fine has not been made and the early payment discount period has expired;
- (3) If the fine is not paid before the citation is called for hearing on the date of the administrative hearing, the city shall appear at the administrative hearing and seek a judgment against the violator for the full amount of the fine;
- (4) If the violator or registered owner is not present on the administrative hearing date, a judgment may be entered against him.
- (H) Whenever the Police Department receives notice in person from a violator who wishes to contest the citation in Court, the Police Department or its authorized representative shall give written notice to the violator of his administrative hearing date, time and place and shall cause the officer or person who issued the citation to be present on that given date and time, at which time a hearing on the merits shall be had. Where the Police Department has already provided the violator with a notice of administrative hearing date pursuant to division (G) of this section, that date shall stand as the administrative hearing date and the officer who issued the citation shall be present.

DIVISION II. ENFORCEMENT.

10.01.3-200. AUTHORITY OF POLICE. It shall be the duty of the officers of the Police Department, or such officers as are assigned by the Chief of Police to enforce all street traffic laws of the city and all the State Vehicle Laws.

[Left Intentionally Blank]

PASSED THIS 19TH DAY OF MAY, 2025.

Aye	Nay	Absent	Abstain
	Aye	Aye Nay	Aye Nay Absent

Christine Vershay-Hall, City Clerk

APPROVED THIS 19TH DAY OF MAY, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date: | 5-12-25

Submitter: Deputy Chief Ryan Dobczyk

Department: Police Department

Agenda Item: Approval request to approve bid for three new Motorola M500 In car cameras

Summary: The Crest Hill Police Department was recently awarded a grant to purchase 4 new squad cars. One of the components of each new squad card is a functioning in car squad camera. The vendor that we use is Motorola for in car cameras and body cams. Motorola is no longer selling the 4RE camera that we have used since approximately 2018. The new in car camera is the M500 with approximately 4 times the data storage (1TB instead of 256GB), and a upgraded 4K camera. The Motorola representative advised that the price will increase on June 28 due to tariffs. We will also be reusing one of our old 4RE cameras in one of the new squads.

Recommended Council Action: Approve quote from Motorola for purchase of 3 new M500 in car cameras

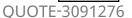
Financial Impact: \$29,410

Funding Source: Capital Replacement Fund (11-007301)

Budgeted Amount: None

Cost: \$29,410

Attachments: Crest Hill PD M500 Quote (Quote #3091276)





Billing Address:
CREST HILL POLICE
DEPARTMENT
20590 CITY CENTER BLVD
CREST HILL, IL 60403
US

Quote Date:04/15/2025 Expiration Date:06/27/2025 Quote Created By: Martin Omalley Marty.OMALLEY@ motorolasolutions.com

End Customer: CREST HILL POLICE DEPARTMENT Ryan Dobczyk RDobczyk@cityofcresthill.com 815-741-5115

Summary:

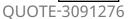
Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
	Video as a Service							
1	AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A- SERVICE	3	5 YEAR	\$9,900.00	\$29,700.00	\$8,415.00	\$25,245.00
2	PSV00S03897A	REMOTE DEPLOYMENT, CONFIGURATION AND PROJECT MANAGEMENT	1		\$4,000.00	\$4,000.00	\$3,400.00	\$3,400.00
3	WGB-0176AAS	V300 WIFI BASE FOR M5 VAAS	3		Included	Included	Included	Included
4	WGB-0700A	M500 IN-CAR SYSTEM FRONT/PASSENGER CAM	3		Included	Included	Included	Included
5	AAS-BWC-WIF-DOC	V300/V700 WIFI CHARGE/UPLOAD DOCK - VIDEO-AS-A- SERVICE	3	5 YEAR	\$300.00	\$900.00	\$255.00	\$765.00
6	WGW00502	M500 EXTENDED WARRANTY	3	5 YEAR	Included	Included	Included	Included
7	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	5 YEAR	\$0.00	\$0.00	\$0.00	\$0.00



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800





Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
8	WGC02002-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS VAAS*	3	5 YEAR	Included	Included	Included	Included
9	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE, 5GHZANT	3		Included	Included	Included	Included
10	WGP01394-001	4RE/M500 RADIO ANTENNA CABLE, 17FT	3		Included	Included	Included	Included
11	WGP01459-018-KIT	BRKT KIT 4RE REDICED VISOR HOLE GENFIT	3		Included	Included	Included	Included
Gr	and Total					\$29,	410.00(USD)

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Pricing Summary

		Payment Term		Upfront Sale Price
Upfront Costs*				
				\$3,400.00
Upfront Subscription Fee				
	Video as a Service	Annually		\$5,202.00
Sub Total:				\$8,602.00
_	_	Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
	Video as a Service	Annually	\$5,202.00	\$5,202.00
Year 3 Subscription Fee				
	Video as a Service	Annually	\$5,202.00	\$5,202.00
Year 4 Subscription Fee				
	Video as a Service	Annually	\$5,202.00	\$5,202.00
Year 5 Subscription Fee				
	Video as a Service	Annually	\$5,202.00	\$5,202.00
Sub Total:				\$20,808.00
Grand Total System Price (\$29,410.00			

^{*}Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.
- This quote contains items with approved price exceptions applied against them.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services
 Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be
 added to invoices.
- Unless otherwise noted in this quote / order, installation of equipment is not included.



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QUOTE-3091276

Video-as-a-Service (VaaS) is a subscription-based solution that provides agencies with Motorola's industry-leading evidence collection and management tools. VaaS includes access to high definition camera systems and the VideoManager EL Cloud evidence management platform.

VideoManager EL Cloud automates data maintenance and facilitates administration of your department's devices in a Government cloud-based storage solution. Agencies can capture, record, store, and efficiently manage all evidentiary data with VideoManager.

In addition, the VaaS solution can be expanded with CommandCentral Evidence to provide a single, streamlined workflow in the industry's only end-to-end digital evidence management ecosystem.



When combined into a single solution, these tools enable officers in the field to easily capture, record, and upload evidence, as well as efficiently manage and share that evidentiary data. Because Video-as-a-Service requires no up-front purchase of equipment or software, it provides a simple way to quickly deploy and begin using a complete camera and evidence management solution for a per device charge, billed quarterly.



QUOTE-3091276

VIDEOMANAGER EL CLOUD SOLUTION DESCRIPTION

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of your department's devices, all in a cloud-based, off-premises storage solution.

It is compatible with V300 and VISTA body-worn cameras, as well as M500 and 4RE in-car video systems, enabling you to upload video evidence quickly and securely. It also allows live-streaming capabilities through the optional SmartControl and SmartConnect applications.

| State Section 1 | State Section 1 | State Section 2 | State Sect

VIDEO EVIDENCE MANAGEMENT

Using VideoManager EL Cloud delivers benefits to all aspects of video evidence management. From streamlining the evidence review process to automatically maintaining your stored data, VideoManager EL Cloud makes evidence management as efficient as possible. With VideoManager EL Cloud, you minimize the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. When evidence is uploaded, important information is sorted, which groups relevant evidence together. This information includes a recording's date and time, device used to capture, event ID, officer name, and event type. This allows you to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage during review.

Its built-in media player includes a visual display of incident data, allowing you to tag moments of interest, such as when lights, sirens, or brakes were activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings, can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together in VideoManager EL.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information in the evidence review or judiciary sharing process by exporting evidence data as MP4 files.

You can also find relevant evidence data using audit log filters, including criteria such as import, export, playback, download, share, and modify dates.

Automatic Data Maintenance

VideoManager EL Cloud lets you automatically organize the evidence data you store, allowing you to save time that would be spent manually managing it. It can schedule the automatic movement or purging of events on a daily, weekly, or monthly basis, based on how the user wants to configure the system.

Security groups and permissions are easily set-up in VideoManager EL Cloud, allowing you to grant individuals access to evidence on an as-needed basis.



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QUOTE-3091276

Integration with In-Car and Body-Worn Cameras

Officers on the road are able to automatically upload encrypted video from in-car systems and body cameras. This eliminates the need for trips to and from the station solely for uploading data into the system.

Video and audio captured by the M500, V300, 4RE and VISTA camera systems are automatically linked in VideoManager EL Cloud based on time and location. You can then utilize synchronized playback and export of video and audio from multiple devices in the same recording group, where video and audio streams can be matched together.

Optional Live Video Streaming

VideoManager EL Cloud integrates with SmartControl, an optional mobile application for Android or iOS that allows officers to complete evidence review work normally completed at their desk from their smartphone.

SmartControl also allows officers to categorize recordings using event tags, stream live video from, and change camera settings, such as adjusting field of view, brightness, and audio levels.

SmartConnect, an optional smartphone application, provides VISTA body-worn camera users with immediate infield access to their body cameras. SmartConnect includes the ability to pair with VISTA cameras, adjust officer preferences, categorize recordings with incident IDs and case numbers, and play back recordings.

DEVICE MANAGEMENT

Agencies using VideoManager EL Cloud are able to assign users to devices, track them, and streamline shift changes. You can easily manage, configure, update firmware, and deploy in-car and body-worn cameras. Individual preference settings can be configured based on user profiles, allowing quick device transactions within a pooled device system. VideoManager EL Cloud also tracks devices and enables them to be quickly exchanged between officers during shift changes. This minimizes the amount of devices needed for your fleet.

Device Tracking

You can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Devices can be assigned to personnel within VideoManager EL Cloud and tracked, helping agencies keep track of which users have specific devices.

Faster Shift Changes

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of a pooled camera system to utilize fewer cameras. Rapid Checkout Kiosk feature allows agencies using a pooled camera system to use fewer cameras. Cameras can be checked out at the start of a shift using an easy-to-use interface. At the end of the shift, the camera can be returned to its dock, where the video is automatically uploaded and the camera is made ready to be checked out and used for the next shift.

Devices can also be configured to remember individual preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific officer. A variety of settings within VideoManager EL Cloud also enable you to configure devices to operate in alignment with your agency's policies and procedures.





M500 In-Car Video System

SOLUTION DESCRIPTION

The M500 In-Car Video System is the first Al-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time

The M500 offers the following benefits:

analytics.

Delivers exceptionally clear, evidencegrade video, from inside and outside the vehicle

audio in the vehicle during recording.



Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

illumination allows backseat recording in total darkness, and a built-in microphone captures

Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.



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Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.





MOBILE VIDEO PRODUCTS NEW SYSTEM STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of body-worn camera(s) and/or in-car video system(s) and your digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners. A third-party partner(s) (Motorola-certified installer) will work on Motorola's behalf to install your in-car video system(s) (if applicable).

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

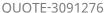
FBI-CJIS SECURITY POLICY - CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e. in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL



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security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security - Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third party installer will work independently with the Customer to complete the Section 5.12 Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

COMPLETION CRITERIA

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.



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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory if applicable.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.
- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.
- Contracted data migration between two disparate digital evidence management systems (if applicable).





System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's thirdparty software (e.g. CAD).
- Work with the Customer to access required systems/data.

Application Specialist (if applicable)

The Application Specialist will work with the Customer Project Team on system provisioning and education. The Application Specialist's responsibilities include but are not limited to:

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.
- Provide on-site training based on the products the Customer purchased.

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

Motorola-Certified Installer

The Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer, and they include the following:

Required Training

- WTG0501 M500 Vehicle Installation Certification (Remote) or WTG0503 M500 Vehicle Installation Certification (Live)
 - Needs to be renewed yearly.
 - Needs to be submitted to the PM by the technician completing the installation no less than thirty (30) days prior to the installation.
- Review of any previous Motorola Solutions Technical Notifications (MTNs).

Optional Training

- WGD00186 M500 Installation Overview and Quick Start (NA)
 - Not required for installation. Available for the installing technician.
- WGD00177 M500 In-Car Video System Installation Guide
 - Not required for installation. Available for the installing technician.
- MN010272A01 M500 In-Car Video System Basic Service Manual





Not required for installation. Available for the installing technician.

Other responsibilities the Motorola-certified installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are solely the responsibility of the Customer.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

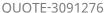
Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely
 facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed.
 Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.







- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the
 equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.



QUOTE-3091276



General Customer Responsibilities (if applicable)

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Motorola-certified installers must be certified through LXP for remote or in person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system.
 Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customerprovided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage.
 Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.





PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

Project Kickoff Meeting Agenda.

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.





Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss the equipment inventory process (if applicable).
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- · Deployment Checklist.

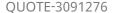
DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.







Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be
 present to weigh-in on hardware, software and network components. Customer attendees should be
 empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

• Completed BPR Workbook.





PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Install backend server in Customer's designated area (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- For an on-site deployment, Motorola will be responsible for verifying the body-worn camera Transfer Stations are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- The installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify whether the AP(s) are properly installed and connected to the network (if applicable).
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities (if applicable)

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied APs (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations
 are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

Contracted Equipment.





Equipment Inventory (if applicable).

In-Car Video System Configuration (if applicable)

The Motorola-certified installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's digital evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. **Table 1-1** shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

Number of ICV Purchased Number of ICV to Test 1 1 2 2 3 3 4 5 - 255 26 - 50 10 51 - 75 15 76 - 100 20 30 101 - 150 151 - 200 40 20% 201 +

Table 1-1: Number of Contractual ICV Configurations

Note – The Pricing Page will reflect in-car video installation services by Motorola if Motorola is responsible for the vehicle installations.

Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware configuration and validation.
- Travel to the Customer site to conduct configuration and testing of ICVs.
- Complete ICV configuration on a single vehicle, and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle configurations.
- Test a subset of completed ICV hardware configurations.





- For Motorola-certified installer, complete the installation of cellular router and confirm placement of antenna mounting with Customer (if applicable).
- The Motorola-certified installer will install Customer-provided SIM card into cellular router and connect cellular router to ICV (if applicable).
- Activities surrounding ICV (M500) interface to Automatic License Plate Recognition (ALPR) (if applicable).
 - Install Car Detector Mobile MDC Software on Customer-provided mobile data terminal (MDT) within the vehicle.
 - Configure MDC Network Card.

Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware configuration.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for ICV hardware configuration(s).
- Make ICV hardware available to Motorola for configuration and testing in accordance with the Project Schedule.
- Provide cellular SIM Card for Internet connectivity to the installer at time of vehicle installation.

Motorola Deliverables

Complete Functional Validation Plan as it applies to the proposed solution.

NOTE - The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the Project Schedule. In the event the Customer takes on the responsibility of installing the ICV(s) through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the Project Schedule. For ALPR installations, an MDT is required for all vehicles (if applicable).

Body Worn Camera Configuration (if applicable)

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 1-2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test		
1	1		
2	2		
3	3		
4	4		
5 - 25	5		
26 - 50	10		





Number of BWC Purchased	Number of BWC to Test		
51 - 75	15		
76 - 100	20		
101 - 150	30		
151 - 200	40		
201+	20%		

Motorola Responsibilities

- Configure Transfer Station(s) for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

Automatic License Plate Recognition (ALPR) Commissioning (if applicable)

This section highlights the responsibilities of Motorola and the Customer when an in-car video system interfaces with the Law Enforcement Archival Report Network (LEARN) database.

Motorola Responsibilities

- Create a Customer account in the LEARN system with user emails.
- Verify the Customer has installed and launched the Vigilant Car Detector Mobile Software per the Vigilant LEARN Quickstart Guide.
- Provide Mobile LPR Officer Safety Basic and Advanced Pre-Installation Checklist.
- Provide Agency Manager with Training Materials and Car Detector Mobile MDC software installation guide.
- Advise Agency Manager of different options available to add new users.
- Confirm Agency Manager is aware of registration required for Hotlists.
- Confirm Agency Manager understands how to set up data-sharing.

Customer Responsibilities

- Identify the Agency Manager.
- Register to receive access to Hotlists.





SOFTWARE INSTALLATION AND CONFIGURATION

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Delivery and installation of server hardware (if applicable).
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

VideoManager EL (if applicable)

The VideoManager EL software is an on-premises solution that requires an onsite server and supports both body worn cameras and in-car video systems.

Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager EL software.
- Test software using applicable portions of the Functional Validation Plan.
- Provide instruction on client software USB utility.

Customer Responsibilities

- Provide a network environment that conforms to the requirements presented in the Solution Description.
- Procure and install server and storage hardware at desired location in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- Provide assigned Motorola System Administrator with access to SQL database for installation purposes (Motorola's access will be revoked upon conclusion of the installation).
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

VideoManager ELC (if applicable)

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both bodyworn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:





- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

Verify traffic can be routed through Customer's firewall and reaches end user workstations.

CloudConnect Installation and Configuration (applicable for CommandCentral Aware purchase)

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.
- Create an IPSEC tunnel.
- Provide Customer with the information for setting up the IPSEC tunnel.

Customer Responsibilities

- Provide Motorola with two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP for the CloudConnect Virtual Machine and the Cloud Anchor Server.
- Confirm with Motorola the network performance requirements are met.
- Configure firewall to allow traffic from IPSEC tunnel.

Completion Criteria

CloudConnect Virtual Machine configuration is complete and accessible throughout the network.

CommandCentral Evidence (if applicable)

Motorola will work with the Customer to determine best industry practices, current operations environment, and subsystem integration to ensure optimal configuration of your CommandCentral Evidence solution.

Motorola Responsibilities

- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral Evidence.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Evidence provisioning.
- Respond to Motorola's inquiries regarding users, groups and agency mapping to CommandCentral Evidence.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.





DATA MIGRATION SERVICES (IF APPLICABLE)

The Customer is responsible for partitioning data to be converted from a legacy or on-premises digital evidence management system to an on-cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete.

Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide remote access to partitioned data to be migrated.
- Validate migrated dataset, and provide Motorola with feedback within ten (10) business days.

Completion Criteria

A migrated dataset as defined in the Contract.

DEMS INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's digital evidence management system and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the digital evidence management system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide information on API, SDKs, data scheme, and any documentation necessary to establish interfaces
 with all local and remote systems. This information should be provided to the Motorola PM within ten (10)
 business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or a non-functional interface. By providing Motorola with this information early in the deployment process, will put us in the best position to mitigate these potential issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.





SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING (IF APPLICABLE)

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

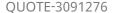
INSTRUCTOR-LED TRAINING (ON-SITE AND REMOTE, IF APPLICABLE)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.







 Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.





PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.







ASSUMPTIONS

This SOW is based on the following list of assumptions (if applicable):

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft
 Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be
 synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is
 using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices
 - 5 Mbps + 3 Mbps per additional device.
 - This assumes it will take 8 hours to upload 5 GB of video on a device.
 - 40-50 Mbps per concurrent uploading device.
 - This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.
- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.
- Upload appliance required if using 4REs or VISTA body worn cameras connected to VideoManager EL Cloud
- Cellular upload of ICVs and BWCs (if applicable) requires an Ethernet connection to an LTE modem in the vehicle.
- If the Customer is supplying a server for VideoManager EL (On-premises) solution, the Customer must verify the server is not a Domain Controller.
- VideoManager EL for on-premises cannot be installed on a server running Active Directory or Exchange applications on the Customer's network.
- The ICVs are configured with a hidden SSID and WPA2-AES Security with a 128-bit Pre-shared Key. If
 another type of security is desired, the Customer will be responsible for configuring these security
 requirements into the ICVs. This information must be supplied through the IT Questionnaire in order for the
 factory to configure the correct security requirements.
- If the Customer is supplying their own Access Point, it must be 5 GHz 802.11n compatible.





Agenda Memo

Crest Hill, IL

Meeting Date: 5-12-25

Submitter: Deputy Chief Ryan Dobczyk

Department: Police Department

Agenda Item: Update fee schedule for 5.68.110 (Towing Companies Ordinance)

Summary: The City of Crest Hill utilizes three different tow companies as a part of our towing companies ordinance (Dons Body Shop, Car Care, and Todd's Towing). The fee schedule has not been updated since 2008. I have had discussions with representatives from each of the tow companies. In an effort to remain competitive with other police department's tow agreements (Plainfield PD utilizes both Todds and Car Care), I am recommending the following changes to the tow fee schedule. I am also recommending a few services be added as well.

Recommended Council Action: Approve recommended changes to tow fee schedule ordinance

Financial Impact: None

Attachments: 2025 Proposed Tow Fee Schedule PDF

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 5.68.110 (FEE SCHEDULE) OF CHAPTER 5.68 (TOWING COMPANIES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS OF THE CITY OF CREST HILL CODE OF ORDINANCES

WHEREAS, the City of Crest Hill is authorized by Section 11-60-1 of the Illinois Municipal Code to fix the amount, terms and manner of issuing, regulating and revoking licenses (65 ILCS 5/11-60-1); and

WHEREAS, the City of Crest Hill has previously exercised said authority by adopting Title 5 of its Code of Ordinances which contains a comprehensive set of Business License Requirements and Regulations; and

WHEREAS, Chapter 5.68 of Title 5 establishes licensing requirements and regulations of towing companies within the City in addition to establishing a Crest Hill Police Department Rotation Tow List and requirements for applying to the City of Crest Hill to participate in the Police Department Towing Program and performance, equipment and facility requirements for Towing Companies approved to participate in the Police Department Towing Program; and

WHEREAS, Section 5.68.110 sets out a schedule of fees for towing services to persons referred by the City or the Police Department; 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 fees in Section 5.68.110 were approved and made effective January 1, 2008 and have not been amended since then; and

WHEREAS, the fees in Section 5.68.110 were to remain in effect until amended by the City; and

WHEREAS, the City Council has determined that the fees in Section 5.68.110 should be amended to reflect the increases in labor, material and equipment since January 1, 2008.

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. Section 5.68.110 (Fee Schedule) of Chapter 5.68 (Towing Companies) of Title 5 (Business Licenses and Regulations of the City of Crest Hill Code of Ordinances is hereby repealed in its entirety and replaced as follows, with all other sections of Chapter 5.68 remaining unchanged:

§ 5.68.110 FEE SCHEDULE.

The fee schedule outlines the fees participating firms shall charge for various services provided for motorists at the request of the city. Fees shall not be increased, and no other charges shall be allowed without prior consent of the city. The city may change the scheduled fees from time to time as may be approved by the City Council.

(A) Fee schedule. Effective June 1, 2025, until amended by the City of Crest Hill, the following fee schedule shall be used by all towing firms providing services to people referred to by the city. The following are maximum fees but are not required to be charged for every service provided.

<u>Services</u>	Fee
Basic tow charge	\$185
Winching charge	\$75
Storage charge (auto) (per day charge)	\$55
Jump start charge	\$85
Tire change charge	\$85
Lockout charge	\$85
Relocation fee	\$50
Administrative fee	\$50
Crash Wrap	\$50
Oil Dry/Clean	\$50
Safety Battery Disconnect	\$40

- (B) For unusual circumstances, a vehicle owner or insurance company may be charged at the rate of \$50 per hour to cover expenses relating to tow truck and driver fees. However, this must be explained in detail on the service invoice and will be reviewed and monitored by the city for reasonableness.
- (C) Any fees that are charged for services provided, whether identified above or other charges, should be itemized on the towing invoice.
- (D) Fees will be charged for the type of vehicle towed, rather than the type of equipment used to tow the vehicle. There will be no additional tow fee for the use of a flatbed tow.
- (E) Daily storage charges will be assessed for each 24-hour period commencing at the time the vehicle arrives at the storage facility.
- (F) No additional labor charge will be assessed for a single tow service. A tow service includes all labor that results from hooking up, hoisting, and towing away any damaged or parked vehicle, and includes gaining entry to the vehicle, straightening the front wheel, tying the wheel, releasing the brake, and disconnecting the transmission on a rear-wheel-drive vehicle. No additional fees of any kind will be permitted. (Ord. 1487, passed 5-18-09)

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 19^{TH} DAY OF MAY, 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				
	Christ	ina Varchay	Hall, City Cl	
	Cilist	ille versilay-	man, City Ci	CIK
APPROVED THIS 19 TH DAY OF MAY, 2025.				
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Raymond R. Soliman, Mayor				
ATTEST:				
TILDI.				
Christine Vershay-Hall, City Clerk				