



Regular City Council Meeting

Crest Hill, IL

September 15, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

1. Financial Report - May, June & July 2025

Minutes:

2. Approve the Minutes from the Regular Meeting Held on September 2, 2025

3. Approve the Minutes from the Work Session Held on September 8, 2025

City Attorney:

City Administrator:

Public Works Department:

City Engineer:

4. Approve a Resolution Approving an Agreement for Caton Farm Road Water Main Extension by and between the City of Crest Hill, Will County, Illinois and M.J. Underground, Inc. for an Amount of \$724,836.00

5. Award the Contract to Dahme Mechanical Industries, Inc. (DMI) for the Chemical Feed Systems Upgrade on Wells 4,8,9,11 & 12 in the Amount of \$599,866.00

6. Approve a Resolution Approving a Construction Agreement for Innercircle-Phase 1 Water Main and Roadway Rehabilitation by and between the City of Crest Hill, Will County, Illinois and M.J. Underground, Inc. for an Amount of \$2,318,680.64

7. Approve ComEd Agreements and Expenditure for the West Sewage Treatment Plant Electrical Upgrade

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.

Community Development:

- [8.](#) Approve an Ordinance Amending Title 3 of the City of Crest Hill Code of Ordinances to Adopt a Municipal Cannabis Retailers' Occupation Tax

Police Department:

- [9.](#) Approve a Special Event Police Services Agreement with Siegel's Cottonwood Farm for October 12, 18, & 19, 2025.
- [10.](#) Approve a Special Event Police Services Agreement with Carillon Lakes Homeowners Association for October 26, 2025

Mayor's Report:

- [11.](#) Proclamation - Constitution Week.

City Clerk's Report:

- [12.](#) Approval of Six (6) Additional Temporary Sign Permits for Mr. Auto Care Located at 2424 Plainfield Rd. #500

City Treasurer's Report:

- [13.](#) Approval of the List of Bills Issued through September 16, 2025, in the Amount of \$1,016,129.50
14. Approval of the Regular and Overtime Payroll from August 25, 2025, to September 7, 2025, in the Amount of \$286,528.96

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

Adjourn:

City of Crest Hill
Summary - General & Enterprise Funds Analysis
5/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>	0	0	0	
Revenue	12,762,249	1,220,081	1,220,081	11,542,168	9.56%
Expense					
Officials	103,328	8,900	8,900	94,428	8.61%
Police	5,505,337	446,297	446,297	5,059,040	8.11%
Street	1,690,325	96,903	96,903	1,593,422	5.73%
Facilities Management	498,049	47,761	47,761	450,288	9.59%
Information Technology	631,991	94,109	94,109	537,883	14.89%
Fleet Vehicle Maintenance	591,167	38,823	38,823	552,344	6.57%
Administration	2,160,775	553,799	553,799	1,606,976	25.63%
Clerks	249,571	20,471	20,471	229,100	8.20%
Treasurers	341,840	12,196	12,196	329,645	3.57%
Building	<u>983,811</u>	<u>89,436</u>	<u>89,436</u>	<u>894,375</u>	<u>9.09%</u>
	12,756,194	1,408,694	1,408,694	11,347,499	11.13%
Difference	6,056	(188,613)	(188,613)	194,669	
Ending Balance	<u>6,056</u>				

Water & Sewer

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>				
Revenue	14,572,200	1,837,211	1,837,211	12,734,989	12.61%
Expense					
Water	3,206,250	220,615	220,615	2,985,635	6.88%
Sewer	912,957	32,998	32,998	879,959	3.61%
S.T.P.	1,722,384	225,534	225,534	1,496,849	13.09%
Adminisiration	<u>6,368,559</u>	<u>597,821</u>	<u>597,821</u>	<u>5,770,738</u>	<u>9.39%</u>
	12,210,149	1,076,968	1,076,968	11,133,182	8.82%
Difference	2,362,051	760,243	760,243	1,601,807	
Ending Balance	<u>2,362,051</u>				

City of Crest Hill
Summary - All Funds Analysis
7/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	12,762,249	1,120,503	3,903,451	8,858,798	30.59%
<i>Expense</i>	<u>12,756,194</u>	<u>992,520</u>	<u>3,523,117</u>	<u>9,233,077</u>	<u>27.89%</u>
<i>Difference</i>	6,056	127,983	380,334	(374,279)	
<i>Ending Bal</i>	<u>6,056</u>				
<u>Motor Fuel Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	919,383	87,764	258,099	661,284	28.07%
<i>Expense</i>	<u>938,750</u>	79,968	284,393	654,357	30.29%
<i>Difference</i>	(19,367)	7,796	(26,294)	6,926	
<i>Ending Bal</i>	<u>(19,367)</u>				
<u>Non-Home Rule Sales Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,300,000	212,683	598,547	1,701,453	26.02%
<i>Expense</i>	<u>2,300,000</u>	71,321	213,962	2,086,038	9.30%
<i>Difference</i>	0	141,363	384,585	(384,585)	
<i>Ending Bal</i>	<u>0</u>				
<u>Water & Sewer Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	14,572,200	2,133,092	4,300,866	10,271,334	29.51%
<i>Expense</i>	<u>12,210,149</u>	955,377	2,771,005	9,439,144	22.69%
<i>Difference</i>	2,362,051	1,177,716	1,529,860	832,190	
<i>Ending Bal</i>	<u>2,362,051</u>				

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund Debt Service</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	862,675	71,321	213,962	648,713	24.80%
<i>Expense</i>	862,675	0	0	862,675	0.00%
<i>Difference</i>	0	71,321	213,962	(213,962)	
<i>4/30</i>	<u>0</u>				
<u>Capital Replacement Program</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	595,225	2,753	2,753	592,473	0.00%
<i>Expense</i>	<u>465,000</u>	22,066	354,076	110,924	76.15%
<i>Difference</i>	130,225	(19,313)	(351,323)	481,548	
<i>4/30</i>	<u>130,225</u>				
<u>W/S Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,307,822	0	0	2,307,822	0.00%
<i>Expense</i>	<u>4,633,108</u>	329,544	439,347	4,193,761	9.48%
<i>Difference</i>	(2,325,286)	(329,544)	(439,347)	(1,885,939)	
<i>4/30</i>	<u>(2,325,286)</u>				
<u>Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	964,492	0	0	964,492	0.00%
<i>Expense</i>	<u>2,500,000</u>	7,422	12,101	2,487,899	0.48%
<i>Difference</i>	(1,535,508)	(7,422)	(12,101)	(1,523,407)	
<i>Ending Bal</i>	<u>(1,535,508)</u>				

City of Crest Hill
Fund Analysis
7/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>Garbage</u>						<u>Debt Service Fund</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,451,816	244,301	489,214	962,601	33.70%	<i>Revenue</i>	2,085,621	146,332	438,996	1,646,624	21.05%
<i>Expense</i>	1,451,816	0	242,010	1,209,806	33.70%	<i>Expense</i>	<u>2,085,621</u>	0	0	2,085,621	0.00%
<i>Difference</i>	0	244,301	247,205	(247,205)		<i>Difference</i>	0	146,332	438,996	(438,996)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>0</u>				
<u>Police Pension</u>						<u>Police Special Assets</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,818,021	0	1,025,060	792,961	56.38%	<i>Revenue</i>	24,205	0	0	24,205	0.00%
<i>Expense</i>	1,798,798	12,964	292,107	1,506,691	9.90%	<i>Expense</i>	<u>24,205</u>	0	0	24,205	0.00%
<i>Difference</i>	19,223	(12,964)	732,952	(713,729)		<i>Difference</i>	0	0	0	0	
<i>Ending Bal</i>	<u>19,223</u>					<i>Ending Bal</i>	<u>0</u>				
<u>TIF-Weber/Division</u>						<u>General Fund - West Plant Rehab</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	<u>103,000</u>	0	67,336	35,664		<i>Revenue</i>	16,500,000	0	2,310,766	14,189,234	0
<i>Expense</i>	103,000	0	158	92,543	0	<i>Expense</i>	<u>17,755,075</u>	<u>1,117,446</u>	<u>3,212,138</u>	<u>14,542,937</u>	0.00%
<i>Difference</i>	0	0	67,178	(56,878)		<i>Difference</i>	(1,255,075)	(1,117,446)	(901,371)	(353,704)	
<i>Ending Bal</i>	<u>0</u>					0	<u>(1,255,075)</u>				
<u>TIF-Larkin/30</u>						<u>Total</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	30,900	0	12,507	18,393	0	<i>Revenue</i>	<u>57,297,609</u>	<u>4,018,749</u>	<u>13,621,557</u>	<u>43,676,052</u>	23.77%
<i>Expense</i>	30,900	0	0	30,900	0	<i>Expense</i>	<u>59,915,291</u>	<u>3,588,628</u>	<u>11,344,413</u>	<u>48,560,578</u>	18.93%
<i>Difference</i>	0	0	12,507	(12,507)	0	<i>Difference</i>	(2,617,682)	430,121	2,277,144	(4,884,526)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>(2,617,682)</u>				

City of Crest Hill
Summary - All Funds Analysis
5/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	12,762,249	1,220,081	1,220,081	11,542,168	9.56%
<i>Expense</i>	<u>12,756,194</u>	<u>1,408,694</u>	<u>1,408,694</u>	<u>11,347,499</u>	<u>11.13%</u>
<i>Difference</i>	6,056	(188,613)	(188,613)	194,669	
<i>Ending Bal</i>	<u>6,056</u>				
<u>Motor Fuel Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	919,383	84,995	84,995	834,387	9.24%
<i>Expense</i>	<u>938,750</u>	19,223	19,223	919,527	2.05%
<i>Difference</i>	(19,367)	65,773	65,773	(85,140)	
<i>Ending Bal</i>	<u>(19,367)</u>				
<u>Non-Home Rule Sales Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,300,000	169,500	169,500	2,130,500	7.37%
<i>Expense</i>	<u>2,300,000</u>	71,321	71,321	2,228,679	3.10%
<i>Difference</i>	0	98,179	98,179	(98,179)	
<i>Ending Bal</i>	<u>0</u>				
<u>Water & Sewer Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	14,572,200	1,837,211	1,837,211	12,734,989	12.61%
<i>Expense</i>	<u>12,210,149</u>	1,076,968	1,076,968	11,133,182	8.82%
<i>Difference</i>	2,362,051	760,243	760,243	1,601,807	
<i>Ending Bal</i>	<u>2,362,051</u>				

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund Debt Service</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	862,675	71,321	71,321	791,354	8.27%
<i>Expense</i>	<u>862,675</u>	0	0	862,675	0.00%
<i>Difference</i>	0	71,321	71,321	(71,321)	
<i>4/30</i>	<u>0</u>				
<u>Capital Replacement Program</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	595,225	0	0	595,225	0.00%
<i>Expense</i>	<u>465,000</u>	0	0	465,000	0.00%
<i>Difference</i>	130,225	0	0	130,225	
<i>4/30</i>	<u>130,225</u>				
<u>W/S Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,307,822	0	0	2,307,822	0.00%
<i>Expense</i>	<u>4,633,108</u>	11,123	11,123	4,621,986	0.24%
<i>Difference</i>	(2,325,286)	(11,123)	(11,123)	(2,314,164)	
<i>4/30</i>	<u>(2,325,286)</u>				
<u>Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	964,492	0	0	964,492	0.00%
<i>Expense</i>	<u>2,500,000</u>	449	449	2,499,551	0.02%
<i>Difference</i>	(1,535,508)	(449)	(449)	(1,535,059)	
<i>Ending Bal</i>	<u>(1,535,508)</u>				

City of Crest Hill
Fund Analysis
5/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>Garbage</u>						<u>Debt Service Fund</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,451,816	244,307	244,307	1,207,508	16.83%	<i>Revenue</i>	2,085,621	146,332	146,332	1,939,288	7.02%
<i>Expense</i>	1,451,816	121,005	121,005	1,330,811	16.83%	<i>Expense</i>	<u>2,085,621</u>	0	0	2,085,621	0.00%
<i>Difference</i>	0	123,303	123,303	(123,303)		<i>Difference</i>	0	146,332	146,332	(146,332)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>0</u>				
<u>Police Pension</u>						<u>Police Special Assets</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,818,021	92,867	92,867	1,725,154	5.11%	<i>Revenue</i>	24,205	0	0	24,205	0.00%
<i>Expense</i>	1,798,798	146,291	146,291	1,652,508	5.14%	<i>Expense</i>	<u>24,205</u>	0	0	24,205	0.00%
<i>Difference</i>	19,223	(53,424)	(53,424)	72,646		<i>Difference</i>	0	0	0	0	
<i>Ending Bal</i>	<u>19,223</u>					<i>Ending Bal</i>	<u>0</u>				
<u>TIF-Weber/Division</u>						<u>General Fund - West Plant Rehab</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	<u>103,000</u>	0	0	103,000		<i>Revenue</i>	16,500,000	0	0	16,500,000	0
<i>Expense</i>	103,000	158	158	92,543	0	<i>Expense</i>	<u>17,755,075</u>	<u>2,067,914</u>	<u>2,067,914</u>	<u>15,687,161</u>	0.00%
<i>Difference</i>	0	(158)	(158)	10,458		<i>Difference</i>	(1,255,075)	(2,067,914)	(2,067,914)	812,839	
<i>Ending Bal</i>	<u>0</u>					0	<u>(1,255,075)</u>				
<u>TIF-Larkin/30</u>						<u>Total</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	30,900	0	0	30,900	0	<i>Revenue</i>	<u>57,297,609</u>	<u>3,866,616</u>	<u>3,866,616</u>	<u>53,430,993</u>	6.75%
<i>Expense</i>	30,900	0	0	30,900	0	<i>Expense</i>	<u>59,915,291</u>	<u>4,923,144</u>	<u>4,923,144</u>	<u>54,981,847</u>	8.22%
<i>Difference</i>	0	0	0	0	0	<i>Difference</i>	(2,617,682)	(1,056,529)	(1,056,529)	(1,550,854)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>(2,617,682)</u>				

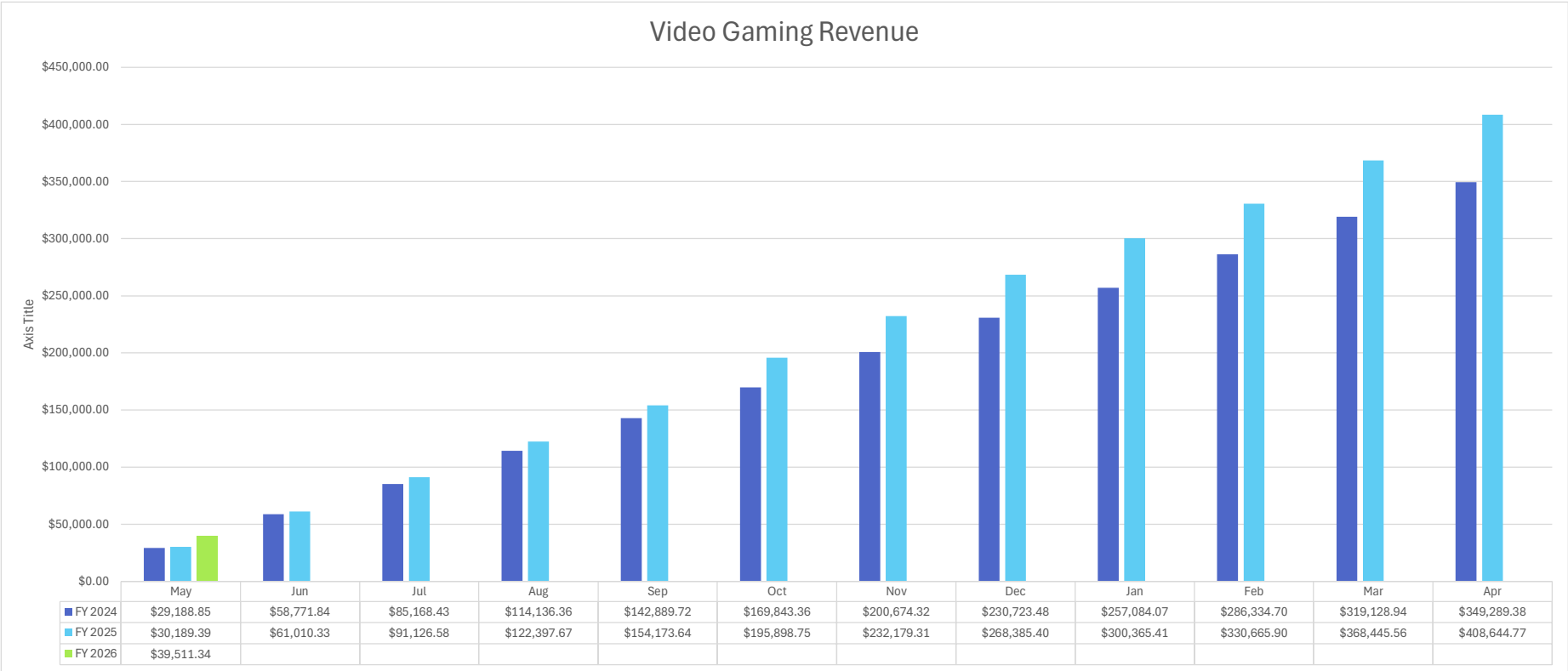
City of Crest Hill
Summary - All Funds Analysis
6/30/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	12,762,249	1,562,867	2,782,948	9,979,301	21.81%
<i>Expense</i>	<u>12,756,194</u>	<u>1,121,902</u>	<u>2,530,597</u>	<u>10,225,597</u>	<u>19.85%</u>
<i>Difference</i>	6,056	440,965	252,352	(246,296)	
<i>Ending Bal</i>	<u>6,056</u>				
<u>Motor Fuel Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	919,383	85,339	170,335	749,048	18.53%
<i>Expense</i>	<u>938,750</u>	185,202	204,425	734,325	21.78%
<i>Difference</i>	(19,367)	(99,863)	(34,090)	14,723	
<i>Ending Bal</i>	<u>(19,367)</u>				
<u>Non-Home Rule Sales Tax Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,300,000	216,364	385,864	1,914,136	16.78%
<i>Expense</i>	<u>2,300,000</u>	71,321	142,642	2,157,358	6.20%
<i>Difference</i>	0	145,043	243,222	(243,222)	
<i>Ending Bal</i>	<u>0</u>				
<u>Water & Sewer Fund</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	14,572,200	330,562	2,167,773	12,404,427	14.88%
<i>Expense</i>	<u>12,210,149</u>	738,661	1,815,629	10,394,521	14.87%
<i>Difference</i>	2,362,051	(408,099)	352,145	2,009,906	
<i>Ending Bal</i>	<u>2,362,051</u>				

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>General Fund Debt Service</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	862,675	71,321	142,642	720,033	16.53%
<i>Expense</i>	862,675	0	0	862,675	0.00%
<i>Difference</i>	0	71,321	142,642	(142,642)	
<i>4/30</i>	<u>0</u>				
<u>Capital Replacement Program</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	595,225	0	0	595,225	0.00%
<i>Expense</i>	<u>465,000</u>	332,010	332,010	132,990	71.40%
<i>Difference</i>	130,225	(332,010)	(332,010)	462,235	
<i>4/30</i>	<u>130,225</u>				
<u>W/S Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	2,307,822	0	0	2,307,822	0.00%
<i>Expense</i>	<u>4,633,108</u>	98,681	109,803	4,523,305	2.37%
<i>Difference</i>	(2,325,286)	(98,681)	(109,803)	(2,215,483)	
<i>4/30</i>	<u>(2,325,286)</u>				
<u>Capital Projects</u>					
<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	964,492	0	0	964,492	0.00%
<i>Expense</i>	<u>2,500,000</u>	4,230	4,679	2,495,321	0.19%
<i>Difference</i>	(1,535,508)	(4,230)	(4,679)	(1,530,829)	
<i>Ending Bal</i>	<u>(1,535,508)</u>				

City of Crest Hill
Fund Analysis
6/30/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>		<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>%</u>
<u>Garbage</u>						<u>Debt Service Fund</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,451,816	606	244,914	1,206,902	16.87%	<i>Revenue</i>	2,085,621	146,332	292,664	1,792,956	14.03%
<i>Expense</i>	1,451,816	121,005	242,010	1,209,806	16.87%	<i>Expense</i>	<u>2,085,621</u>	0	0	2,085,621	0.00%
<i>Difference</i>	0	(120,399)	2,904	(2,904)		<i>Difference</i>	0	146,332	292,664	(292,664)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>0</u>				
<u>Police Pension</u>						<u>Police Special Assets</u>					
<i>Beginning Bal</i>	<u>0</u>					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	1,818,021	932,193	1,025,060	792,961	56.38%	<i>Revenue</i>	24,205	0	0	24,205	0.00%
<i>Expense</i>	1,798,798	132,852	279,143	1,519,655	9.90%	<i>Expense</i>	<u>24,205</u>	0	0	24,205	0.00%
<i>Difference</i>	19,223	799,340	745,916	(726,694)		<i>Difference</i>	0	0	0	0	
<i>Ending Bal</i>	<u>19,223</u>					<i>Ending Bal</i>	<u>0</u>				
<u>TIF-Weber/Division</u>						<u>General Fund - West Plant Rehab</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	<u>103,000</u>	67,336	67,336	35,664		<i>Revenue</i>	16,500,000	2,310,766	2,310,766	14,189,234	0
<i>Expense</i>	103,000	0	158	92,543	0	<i>Expense</i>	<u>17,755,075</u>	<u>26,777</u>	<u>2,094,692</u>	<u>15,660,383</u>	0.00%
<i>Difference</i>	0	67,336	67,178	(56,878)		<i>Difference</i>	(1,255,075)	2,283,989	216,075	(1,471,150)	
<i>Ending Bal</i>	<u>0</u>					0	<u>(1,255,075)</u>				
<u>TIF-Larkin/30</u>						<u>Total</u>					
<i>Beginning Bal</i>	0					<i>Beginning Bal</i>	<u>0</u>				
<i>Revenue</i>	30,900	12,507	12,507	18,393	0	<i>Revenue</i>	<u>57,297,609</u>	<u>5,736,193</u>	<u>9,602,808</u>	<u>47,694,801</u>	16.76%
<i>Expense</i>	30,900	0	0	30,900	0	<i>Expense</i>	<u>59,915,291</u>	<u>2,832,641</u>	<u>7,755,786</u>	<u>52,149,206</u>	12.94%
<i>Difference</i>	0	12,507	12,507	(12,507)	0	<i>Difference</i>	(2,617,682)	2,903,551	1,847,023	(4,454,405)	
<i>Ending Bal</i>	<u>0</u>					<i>Ending Bal</i>	<u>(2,617,682)</u>				



City of Crest Hill
Summary - General & Enterprise Funds Analysis
6/30/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>	0	0	0	
Revenue	12,762,249	1,562,867	2,782,948	9,979,301	21.81%
Expense					
Officials	103,328	6,438	15,338	87,990	14.84%
Police	5,505,337	595,302	1,041,600	4,463,737	18.92%
Street	1,690,325	124,638	221,540	1,468,784	13.11%
Facilities Management	498,049	46,933	94,695	403,354	19.01%
Information Technology	631,991	53,639	147,747	484,244	23.38%
Fleet Vehicle Maintenance	591,167	58,666	97,488	493,678	16.49%
Administration	2,160,775	133,518	687,317	1,473,458	31.81%
Clerks	249,571	19,842	40,314	209,258	16.15%
Treasurers	341,840	11,248	23,443	318,397	6.86%
Building	<u>983,811</u>	<u>71,679</u>	<u>161,115</u>	<u>822,696</u>	<u>16.38%</u>
	12,756,194	1,121,902	2,530,597	10,225,597	19.85%
Difference	6,056	440,965	252,352	(246,296)	
Ending Balance	<u>6,056</u>				

Water & Sewer

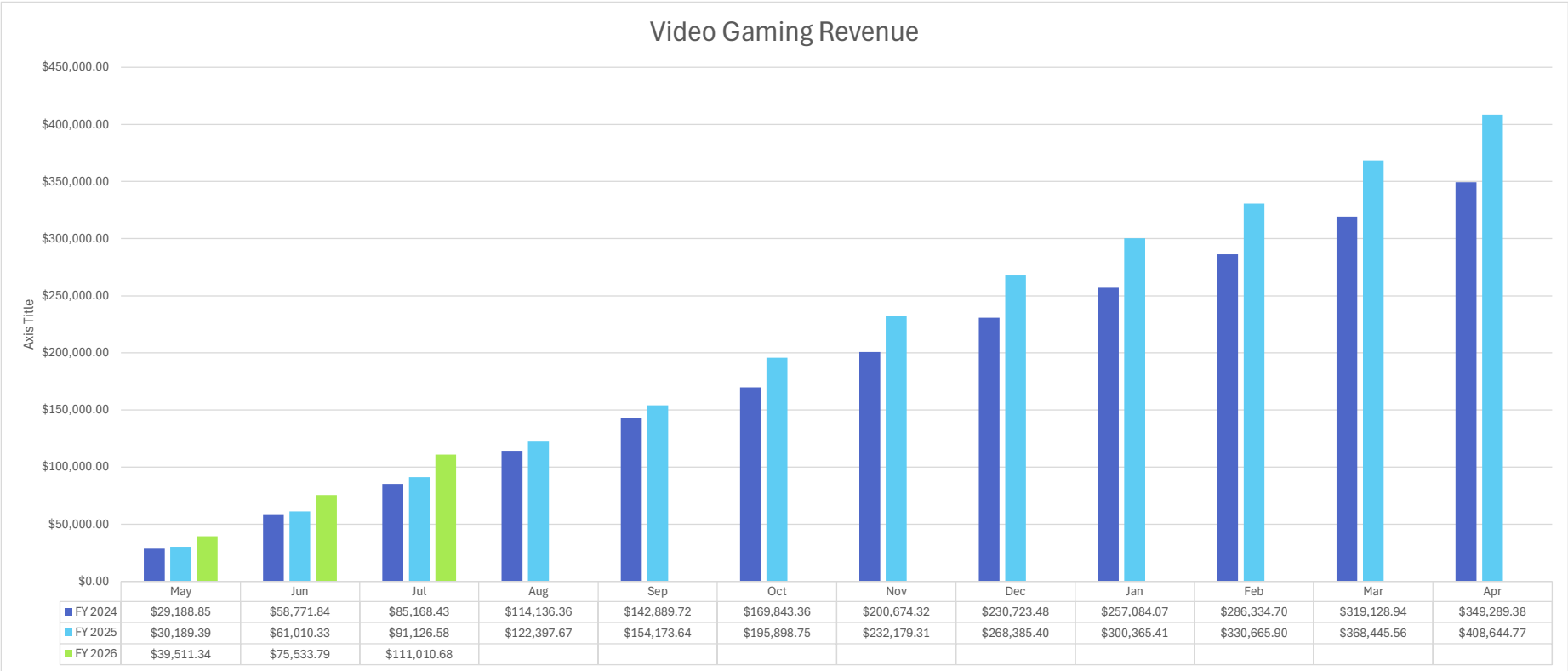
	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>				
Revenue	14,572,200	330,562	2,167,773	12,404,427	14.88%
Expense					
Water	3,206,250	255,156	475,771	2,730,479	14.84%
Sewer	912,957	58,016	91,014	821,943	9.97%
S.T.P.	1,722,384	184,172	409,707	1,312,677	23.79%
Adminisiration	<u>6,368,559</u>	<u>241,316</u>	<u>839,137</u>	<u>5,529,422</u>	<u>13.18%</u>
	12,210,149	738,661	1,815,629	10,394,521	14.87%
Difference	2,362,051	(408,099)	352,145	2,009,906	
Ending Balance	<u>2,362,051</u>				

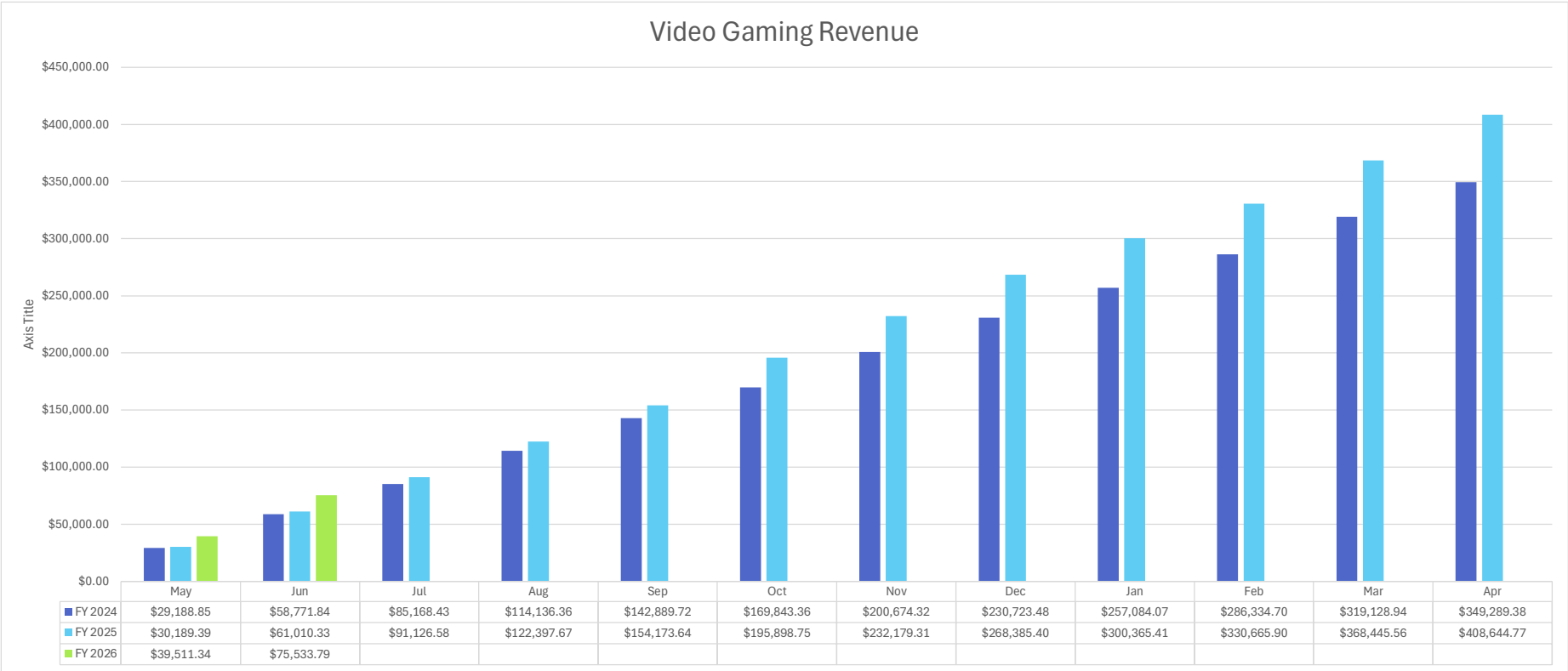
City of Crest Hill
Summary - General & Enterprise Funds Analysis
7/31/2025

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>	0	0	0	
Revenue	12,762,249	1,120,503	3,903,451	8,858,798	30.59%
Expense					
Officials	103,328	110,951	126,288	(22,961)	122.22%
Police	5,505,337	434,088	1,475,687	4,029,650	26.80%
Street	1,690,325	103,580	325,120	1,365,205	19.23%
Facilities Management	498,049	25,933	120,628	377,421	24.22%
Information Technology	631,991	41,595	189,342	442,649	29.96%
Fleet Vehicle Maintenance	591,167	37,897	135,385	455,782	22.90%
Administration	2,160,775	104,201	791,518	1,369,257	36.63%
Clerks	249,571	14,592	54,905	194,666	22.00%
Treasurers	341,840	7,162	30,605	311,235	8.95%
Building	<u>983,811</u>	<u>112,523</u>	<u>273,638</u>	<u>710,173</u>	<u>27.81%</u>
	12,756,194	992,520	3,523,117	9,233,077	27.89%
Difference	6,056	127,983	380,334	(374,279)	
Ending Balance	<u>6,056</u>				

Water & Sewer

	<u>Budget</u>	<u>MTD</u>	<u>YTD</u>	<u>Variance</u>	<u>Percentage</u>
Beginning Balance	<u>0</u>				
Revenue	14,572,200	2,133,092	4,300,866	10,271,334	29.51%
Expense					
Water	3,206,250	529,202	1,004,973	2,201,277	31.34%
Sewer	912,957	39,571	130,585	782,372	14.30%
S.T.P.	1,722,384	160,865	570,571	1,151,812	33.13%
Adminisiration	<u>6,368,559</u>	<u>225,739</u>	<u>1,064,876</u>	<u>5,303,683</u>	<u>16.72%</u>
	12,210,149	955,377	2,771,005	9,439,144	22.69%
Difference	2,362,051	1,177,716	1,529,860	832,190	
Ending Balance	<u>2,362,051</u>				





MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
September 2, 2025

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

The Pledge of Allegiance was recited in unison.

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

Also present were: City Administrator Blaine Wing, Deputy Chief Dave Reavis, Finance Director Glenn Gehrke, Community & Economic Development Daniel Ritter, City Attorney Mike Stiff.

Absent were: Alderwoman Claudia Gazal, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Julius Hansen, Community Development Consultant Ron Mentzer, Interim Human Resource Manager Dave Strahl, Building Commissioner Don Seeman.

Mayor Soliman excused Alderwoman Gazal from the meeting after receiving her text message.

APPROVAL OF MINUTES: Mayor Soliman presented the Minutes from the Work Session Meeting Held on August 11, 2025, per the memo dated September 2, 2025.

(#1) Motion by Alderman Jefferson seconded by Alderman Deserio, to Approve the Minutes from the Work Session Meeting Held on August 11, 2025, per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Mayor Soliman presented the minutes from the Regular Meeting Held on August 18, 2025, per the memo dated September 2, 2025.

(#2) Motion by Alderman Deserio seconded by Alderman Jefferson, to Approve the Minutes from the Regular Meeting Held on August 18, 2025, per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Mayor Soliman presented the Minutes from the Work Session Meeting Held on August 25, 2025, per the memo dated September 2, 2025.

(#3) Motion by Alderman Jefferson seconded by Alderman Deserio, to Approve the Minutes from the Work Session Meeting Held on August 25, 2025, per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Deserio.

ABSENT: Ald. Gazal.

There being six (6) affirmative votes, the MOTION CARRIED.

CITY ATTORNEY: City Attorney Mike Stiff presented a resolution approving execution of an agreement with LocalGov Staffing Solutions for the Director of Public Works recruitment. He explained that the Council had previously held two work sessions: one where two finalists made presentations, and another on August 25th (noting a correction from the initially stated August 29) where staff presented a matrix and Council deliberated before deciding on LocalGov Staffing Solutions as the vendor.

Attorney Stiff stated he had reviewed both the initial proposal (incorporated as Exhibit A) and the services agreement (Exhibit B) and found them to be in order. He mentioned that Lori Peterson from LocalGov Staffing Solutions was present to give an overview of the kickoff and scheduling once approved.

(#4) Motion by Alderman Oberlin seconded by Alderman Dyke, to Approve a Resolution Approving the Execution of an agreement by and between the City of Crest Hill and LocalGov Staffing Solutions for Recruitment Services Relating to the Search for a Director of Public Works per the memo dated September 2, 2025.

On roll call the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Resolution #1342

Following the approval, Lori Peterson addressed the Council, expressing her excitement about the project. She reported that she and City Administrator Blaine Wing had already scheduled a kickoff meeting for the following day. She noted that the process would be flexible based on the candidate pool, and the timeline would be adjusted accordingly. Mayor Soliman congratulated her on her effective presentation at the work session and expressed hope for a long relationship.

CITY ADMINISTRATOR: City Administrator Blaine Wing presented a revised ordinance implementing a non-home rule municipal grocery tax. He explained that there were a few typos and housekeeping adjustments made by the City Attorney to ensure the ordinance was placed in the correct spot in the city code, but the substance remained the same as previously published.

Administrator Wing noted that over 450 communities have already placed this replacement grocery tax before themselves and approved it. He explained that this needed to be done before October 1st for it to be effective as of January 1, 2026. When questioned about revenue projections, Administrator Wing clarified that while a previous memo showed a lower estimate, after consulting with the Illinois Municipal League, they now estimate the tax would generate approximately \$400,000.00 in revenue.

Alderman Albert commented that it was disappointing that the Governor and State Government decided to repeal this tax that was legitimately a pass-through 1% tax they collected and gave to municipalities. He found it disheartening that municipalities were put in this difficult position without proper communication from the Governor's Office.

Alderman Cipiti stated that while he agreed with Alderman Albert regarding the State's actions, he would vote against the measure. He expressed concern about the financial burden on residents, particularly senior citizens living on fixed incomes who are already facing rising costs for essentials. He suggested that the City should look for ways to cut costs rather than continuing this tax.

Alderpersoon Oberlin countered that with surrounding municipalities implementing this tax, Crest Hill residents would end up paying it when shopping in those communities, while the City would lose revenue from non-residents shopping in Crest Hill. She argued that maintaining the status quo through this replacement tax was the fairest approach.

Mayor Soliman requested a motion to Approve an Ordinance Implementing a Non-Home Rule Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax in the City of Crest Hill, Will County, Illinois per the memo dated September 2, 2025.

(#5) Motion by Alderpersoon Oberlin seconded by Alderman Albert, to Approve an Ordinance Implementing a Non-Home Rule Municipal Grocery Retailers' Occupation Tax and a Municipal Grocery Service Occupation Tax in the City of Crest Hill, Will County, Illinois per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: Ald. Cipiti.

ABSENT: Ald. Gazal.

There being six (6) affirmative votes, the MOTION CARRIED.

Ordinance #2031

PUBLIC WORKS DEPARTMENT: City Administrator Blaine Wing, speaking on behalf of the Interim Public Works Director, presented Change Order #9 from Vissering Construction, which had been discussed at a previous workshop. He noted that the total

amount was \$127,228.00 and offered to address any specific questions about the various components of this large project.

(#6) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve Pay Request Change Order #9 from Vissering Construction, Inc. with Direction to Send it to the IEPA for Approval for a Total Amount of \$127,228.00 per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

City Administrator Blaine Wing presented the 50/50 Tree Planting Program, noting that adjustments requested by the Council had been made to allow trees to be planted in the parkway. He also mentioned that a typographical error had been corrected, changing "Village" to "City" in the document.

During discussion, Alderperson Oberlin commented that this was a wonderful program that allows residents to get a tree planted by paying only half the cost, with the City managing all arrangements including contacting JULIE to locate utility lines. She noted that this was especially valuable following the devastation caused by the Emerald Ash Borer a few years ago, giving residents an affordable way to replant with different tree varieties.

(#7) Motion by Alderperson Oberlin seconded by Alderman Albert, to Approve the City of Crest Hill 50/50 Tree Planting Program per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

CITY ENGINEER: City Administrator Blaine Wing, speaking on behalf of City Engineer Ron Wiedeman, who was on vacation, reported that four bids were received for the Motor Fuel Tax (MFT) pavement patching program. D Construction Inc. was the lowest qualified bidder.

(#8) Motion by Alderperson Oberlin seconded by Alderman Albert, to Award the Contract and have the Mayor Execute the Construction Contract Documents with D Construction Inc. for the 2025 MFT Pavement Patching Program (Section No 26-00000-02-GM) in the Amount of \$281,310.00.00 per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Alderman Albert requested that the City Engineer provide detailed information on the City website about where the patching work would take place, noting that patching programs

can be vague about what specific work will be done. Administrator Wing agreed and mentioned that he was working with the City Engineer on developing a GIS map that would show all construction projects and provide more detailed descriptions when residents click on them.

City Administrator Blaine Wing presented a resolution approving the Hillcrest water main replacement improvement, noting this was part of an ongoing project that had previously been brought before the Council. The contract amount was just under \$1.8 million.

Alderman Jefferson inquired whether this project was being conducted on private property, as some residents had asked her about this. Mayor Soliman clarified that when the Hillcrest Shopping Center was annexed in 1960, the water mains and sewers fell under the City's jurisdiction from day one, explaining why the City was responsible for this infrastructure even though it runs beneath a private parking lot.

(#9) Motion by Alderman Cipiti seconded by Alderman Oberlin, to Approve a Resolution Approving an Agreement for the Hillcrest Water Main Replacement Improvement by and between the City of Crest Hill, Will County, Illinois and Len Cox and Sons Excavating, Inc. for an Amount of \$1,795,366.25 per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.
Resolution #1343

City Administrator Blaine Wing presented the final engineering item regarding the sanitary sewer cleaning, televising, and lining project for Areas 4 and 5. He explained this was an ongoing project, and the agreement was for professional design and construction engineering services for just under \$36,000.00.

(#10) Motion by Alderman Albert seconded by Alderman Jefferson, to Approve a Resolution Approving an Agreement for Professional Design/Construction Engineering Services for 2024 Sanitary Sewer Cleaning and Televising for Lining Priority Areas 4 and 5 by and between the City of Crest Hill, Will County, Illinois and Robinson Engineering, Ltd. for an Amount of \$35,960.00 per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.
Resolution #1344

COMMUNITY DEVELOPMENT: Community & Economic Development Director Daniel Ritter presented a proposal for the installation of permanent exterior holiday lights on City Hall by Vivid Outdoor Lighting for \$33,000.00. He explained that instead of installing temporary holiday lights for approximately \$6,000 per year, these permanent

lights could be used year-round for various events. He noted that Vivid Outdoor Lighting was present to answer any specific questions and had clarified the warranty period since the last meeting.

DJ Ooykaas, owner of Vivid Outdoor Lighting, demonstrated the product that would be installed on the building. He explained that aluminum tracking would be installed underneath the soffit of the building, color-matched to the building. The lighting system offers thousands of options for different holidays and events, controlled through a simple app. He noted that the lights would also provide functional lighting for the walkways around the building. He also added that they offer a 15-year warranty on the bulbs, tracking, and transformer, and a 5-year warranty on labor.

When asked about the installation timeline, Mr. Ooykaas stated it would take about 2.5 to 3 weeks for the products to arrive and 4-5 business days for installation. City Administrator Wing noted that the City expected a 5-year return on investment for this project and was applying for a grant and seeking sponsorships to help offset the costs.

(#11) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve the Permanent Exterior Holiday Lights on City Hall with the City of Crest Hill, Will County, Illinois, and Vivid Outdoor Lighting in the Amount up to \$33,000.00 per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: Ald. None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Director Ritter announced the O'Reilly Auto Parts Store's Grand Opening on Saturday, September 6, 2025, from 11:00 a.m. until 2:00 p.m. with a ribbon cutting at 10:30 a.m.

POLICE DEPARTMENT: Deputy Chief Dave Reavis announced that the Police Department would be hosting Neighbors Night Out on Thursday, September 4, 2025, from 5:00 PM to 8:00 PM, inviting everyone to come out and enjoy some family fun.

Alderperson Oberlin commented that last year's event was wonderful and encouraged people to attend this year as well.

MAYOR'S REPORT: Mayor Soliman presented a proclamation requested by Lisa Moran, President of the Chicago Chapter of Payroll.org, to recognize individuals in the City's Payroll Department.

The Proclamation was read declaring September 1-7, 2025, as Payroll Week in the City of Crest Hill.

(#12) Motion by Alderman Jefferson seconded by Alderman Deserio, to Approve the Proclamation for Payroll Week September 1 through September 7, 2025, per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

Mayor Soliman stated that a copy of the proclamation would be sent to Ms. Moran and thanked Marissa Stirn and all members of the Finance Department and Treasurer's Office for their hard work. He presented copies of the proclamation to Treasurer Jamie Malloy and Finance Director Glenn Gehrke to share with their staff.

Mayor Soliman asked to keep in your prayers and thoughts the families of the young lives lost and injured and the ones in the hospital from the terrible tragedy that happened in Minnesota.

CITY CLERK: City Clerk Christine Vershay-Hall announced that the City would be holding a free community shred event in partnership with Lockport Township government on Saturday, October 25, 2025, from 9:00 AM to 11:00 AM in the front parking lot of City Hall, with a limit of four boxes per resident.

CITY TREASURER: City Treasurer Jamie Malloy requested to Approve the List of Bills Issued Through September 3, 2025, in the Amount of \$1,679,472.11 per the memo dated September 2, 2025.

(#13) Motion by Alderman Albert seconded by Alderman Deserio, to Approve the list of bills issued through September 3, 2025, in the amount of \$1,679,472.11 for Council approval per the memo dated September 2, 2025.

On roll call, the vote was:

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

NAYES: None

ABSENT: Ald. Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

City Treasurer Jamie Malloy presented the Regular and Overtime Payroll from August 11, 2025, through August 24, 2025, in the amount of \$282,344.89 per the memo dated September 2, 2025.

Alderman Dyke asked Finance Director Glenn Gehrke about the status of the Italian Club's registration with LocalGov, following up on a report made in June. Director Gehrke confirmed that the Italian Club had received confirmation and had already made their first couple of payments.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: There was nothing to report.

CITY COUNCIL COMMENTS: Alderman Deserio and Alderman Jefferson commented that they are looking forward to seeing everyone at the Neighbors Night Out on Thursday.

Alderpersn Oberlin commented that she attended a meeting with Representative Natalie Manley and at the meeting a presentation was given by a husband and wife who started a new app called Spectrum Circle. This app was created for children who are on the spectrum and for their families. It is a wonderful resource to find childcare, treatments, school information and so much more. The link for the new app is: www.spectrum-circle.com.

PUBLIC COMMENT: Stuart Soifer asked whether the 1% grocery sales tax would still be collected by the State and then paid to the City, or if the City would now collect it directly. City Attorney Stiff clarified that the tax would still be submitted to the Department of Revenue, which would continue to collect it the same way they have.

There being no further business before the Council, and no action needed from an executive session, a motion for adjournment was in order.

(#14) Motion by Alderman Dyke seconded by Alderman Deserio, to adjourn the September 2, 2025, Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald Gazal.

There being seven (7) affirmative votes, the MOTION CARRIED.

The meeting was adjourned at 7:43 p.m.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
September 8, 2025

The September 8, 2025, the City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

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

Also Present were: City Administrator Blaine Wing, Finance Director Glenn Gehrke, Community & Economic Development Director Daniel Ritter, City Attorney Mike Stiff.

Absent were: Alderman Joe Kubal, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Julius Hansen, Community Development Consultant Ron Mentzer, Building Commissioner Don Seeman, Interim Human Resource Manager Dave Strahl.

Mayor Soliman excused Alderman Kubal's attendance for the meeting.

TOPIC: ComEd Agreements and Expenditure for the West Sewage Treatment Plant Electrical Upgrade

City Administrator Blaine Wing presented information on the ComEd agreements and expenditure for the West Sewage Treatment Plant electrical upgrade. He explained that ComEd had notified the City that the transformer at the site is live, requiring a generator for any work to be performed. The agreement before the Council would allow the City to rent a generator for up to two weeks, with an estimated cost of \$75,000 or less.

Administrator Wing also mentioned an ongoing monthly charge of \$321.42 for additional equipment, specifically an automatic throw over switch. This equipment would be permanently installed behind the transformer, allowing for switching over in case of issues.

Dominic Gattone, an engineer from Strand & Associates, provided additional technical details about the project. He explained that the transformer's live status necessitates highly trained individuals from ComEd to perform the work due to the significant amount of power involved and the potential danger.

Council members raised questions about the uniqueness of this situation and whether similar measures were needed at other facilities. Administrator Wing clarified that while not common, similar situations have occurred in other municipalities. He also noted that this setup is specific to the West Sewage Treatment Plant due to its power requirements and future needs.

The Council discussed the ongoing monthly charge and its potential fluctuation. City Attorney Mike Stiff explained that the fee could change based on load increases or changes in ComEd's tariffs and riders.

After the discussion, Mayor Soliman conducted an informal vote for the approval of the ComEd agreements and expenditure for the West Sewage Treatment Plant electrical upgrade.

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

NAYES: None.

ABSENT: Ald. Kubal.

This will be on the agenda for approval on September 15, 2025.

TOPIC: Discussion and Direction on Implementing an Adult-Use Cannabis Retailers' Occupation Tax in the City of Crest Hill

Community & Economic Development Director Daniel Ritter presented information on implementing an adult-use cannabis retailers' occupation tax in Crest Hill. He explained that the tax would apply to cannabis sales at dispensaries, with the State allowing up to a 3% tax rate.

Director Ritter provided background on the City's previous actions regarding cannabis dispensaries, including zoning changes made in October 2022. He emphasized that the proposed tax implementation would not affect those regulations. Key points from the presentation included:

1. Most communities have implemented the full 3% tax rate.
2. The tax rate is not a deciding factor for dispensaries when choosing locations.
3. Staff recommend implementing the full 3% tax to maximize potential benefits for the City.
4. The tax needs to be submitted to the Illinois Department of Revenue before October 1st to be active by January 1, 2026.

Director Ritter mentioned that while there have been inquiries from dispensaries, no specific locations are currently under contract. He also noted that there is renewed interest due to additional licenses becoming available.

Alderman Cipiti asked how the City could market or promote to these types of dispensaries and let them know Crest Hill allows this in the City and adopted an ordinance for this since this is a good revenue stream. Director Ritter commented that he would be taking the approach of getting the attention of a few big-named dispensaries along with talking to some brokers who represent these dispensaries.

Council members discussed the potential use of the tax revenue, with recommendations to allocate it towards infrastructure improvements, parks, open space, and community events.

After the discussion, Mayor Soliman conducted an informal vote to implement a 3% adult-use cannabis retailers' occupation tax in the City of Crest Hill.

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

NAYES: None.

ABSENT: Ald. Kubal.

This will be on the agenda for approval on September 15, 2025.

TOPIC: Public Comment Policy Discussion

City Administrator Blaine Wing presented a draft of a new public comment policy for Council meetings. He explained that the policy aims to create an orderly process for public comment while complying with the Open Meetings Act.

Key points of the proposed policy included:

1. Two public comment periods: one at the beginning of the meeting for agenda items and one at the end for any topic.
2. A sign-up sheet for speakers to indicate their intent to speak.
3. A 3-minute time limit per speaker.
4. A total time limit of 60 minutes for public comment, which can be extended at the mayor's discretion.
5. Speakers must address their comments to the mayor as the presiding officer.

The Council engaged in a lengthy discussion about various aspects of the policy, including:

1. Whether to allow people to sign up to speak during the meeting if they had not done so before it started.
2. How to manage public comments during work sessions, which typically involve more dialogue.
3. Whether to allow people to cede their time to other speakers (the consensus was not to allow this).
4. How to enforce the time limits and who would be responsible for timing speakers.

Several Council members expressed concerns about limiting public participation, particularly for those who might develop questions during the meeting. There was general agreement that the policy should allow for some flexibility, especially during work sessions.

Aldersperson Oberlin asked who would be interceding when a person is attacking Council members, which has happened before, and nothing was done about it. Administrator Wing commented that the Mayor has the gavel and is the presiding officer and should be the one to intervene and use the gavel. The Mayor can also have the Chief of Police remove anyone who is threatening the meeting. There should be no personal attacks.

City Attorney Mike Stiff provided input on legal considerations and emphasized the importance of consistency in applying the policy to avoid potential challenges.

After the discussion, Administrator Wing stated that he would revise the draft policy based on the Council's feedback and bring it back for further discussion at a future work session.

No formal action was taken on the policy at this meeting.

PUBLIC COMMENTS:

Stuart Soifer approached the podium and commented that why the State will collect the 1% grocery tax and the 2% LocalGov tax but not the cannabis tax. City Attorney Stiff commented that the 2% LocalGov tax is a locally imposed and locally collected tax that the legislatures had decided how it is to be collected.

Two individuals from a local business, My Waffle, addressed the Council regarding fines and penalties they owed to the City. They requested a reduction in the amount owed, which totaled \$9,250.00 for thirteen violations.

Finance Director Glenn Gehrke provided details on the fines, including payment history and late fees. Council members briefly discussed the request but determined that it would be more appropriate to address the issue at a future workshop, allowing for a more detailed discussion of options and contractual obligations with the City's collection agency.

MAYOR UPDATES:

Mayor Soliman commented that he had no updates, but Alderwoman Gazal informed him that she wanted to ask a question.

Alderwoman Gazal asked if the Council/Elected Officials can contact City staff? Attorney Stiff commented that he does not know why they would not be able to. Alderwoman Gazal commented that she has been calling staff since day one when she was elected. She is in a position where she must contact staff because she represents residents, and the elderly residents that need help with something. She then commented that if she wants to contact the staff, the Clerk, the Treasurer, or anyone in the City, it is no one's business but her own and the staff should not be told to not talk to her. She also commented that she is here to do business and if there is a problem to come talk to her.

COMMITTEE/LIAISON UPDATES:

There were no committee/liaison updates.

CITY ADMINISTRATOR UPDATES:

City Administrator Blaine Wing addressed concerns raised by Alderman Deserio regarding recent street closures in Ward 1. Administrator Wing explained that the contractor had not followed the planned closure schedule, which resulted in multiple streets being closed simultaneously. He assured the Council that the issue had been corrected as of that day, with only two streets per section now being closed at a time.

Administrator Wing also mentioned that updates on the construction project would be posted on the City's website, and that he was working with the engineers to provide weekly progress reports. He acknowledged the inconvenience caused to residents, schools, and emergency services, and stated that measures were being taken to prevent similar issues in the future.

The Council discussed the importance of proper oversight by both City staff and the contracted engineering firm, Strand & Associates. Administrator Wing assured the Council

that he would follow up on these concerns and ensure better communication and adherence to the planned construction schedule moving forward.

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

The meeting adjourned at 8:18 PM.

Approved this ____ day of _____, 2025.

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



Agenda Memo

Crest Hill, IL

Meeting Date:	September 15, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Caton Farm Rd Water Main Extension by and Between the City of Crest Hill, Will County, Illinois and M.J Underground, Inc. for an amount of \$724,836.00.

Summary: Attached is the construction agreement for the Caton Farm Rd Water Main Extension, which was awarded to M.J. Underground. on the July 21, 2025 council meeting. This project will install a new transmission main along Caton Farm Rd from Len Kubinski to the new eastern receiving station located at Caton Farm Rd and Oakland Ave.

This improvement has received \$500,000.00 in American Rescue funds and \$400,000.00 in DCEO funds. These funds will go towards paying for the construction and construction engineering with is currently estimated at \$133,200.00.

The project will begin in late fall and be completed by earlier winter 2025.

Recommended Council Action:

Resolution approving an Agreement for Caton Farm Rd Water Main Extension by and Between the City of Crest Hill, Will County, Illinois and M.J. Underground, Inc. for an amount of \$724,836.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$1,600,000.00

Cost: 724,860.00

Attachments:

M.J. Underground Resolution

Exhibit A-M.J. Underground Construction Contract for Caton Farm Water Main Extension.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR CATON
FARM RD WATER MAIN EXTENSION BY AND BETWEEN THE CITY OF CREST
HILL, WILL COUNTY, ILLINOIS AND M.J. UNDERGROUND, INC , LTD. FOR AN
AMOUNT OF \$724,836.00**

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

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

WHEREAS, M.J Underground, Inc. (the "COMPANY"), is an entity that is in the business of providing Construction Services for the Caton Farm Rd. Water Main Extension. (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 Construction Services for the Caton Farm Rd. Water Main Extension. (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$724,836.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

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

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

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

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

[Intentionally Blank]

PASSED THIS 15TH DAY SEPTEMBER, 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 15TH DAY OF SEPTEMBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

SECTION 00 52 00

AGREEMENT

THIS AGREEMENT is by and between **CITY OF CREST HILL, ILLINOIS**

(hereinafter called OWNER) and **M&J UNDERGROUND, INC.**

(hereinafter called CONTRACTOR).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth herein, agree as follows:

Article 1. WORK

1.01 CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

CATON FARM WATER MAIN EXTENSION

Article 2. THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

CONTRACT 3-2025

Article 3. ENGINEER

3.01 OWNER has retained Strand Associates, Inc.® ("ENGINEER") to act as OWNER's representative, assume all duties and responsibilities of ENGINEER, and have the rights and authority assigned to ENGINEER in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by ENGINEER.

Article 4. CONTRACT TIMES

4.01 Time of the Essence

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Dates for Substantial Completion and Final Payment

A. The Work will be substantially complete on or before October 31, 2025, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before November 28, 2025.

4.03 Liquidated Damages

A. CONTRACTOR and OWNER recognize that time is of the essence as stated in Paragraph 4.01 above and that OWNER will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: CONTRACTOR shall pay OWNER \$2,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete. This amount is comprised of \$2,500 per day for engineering, construction administration services, and construction observation services, and \$0 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

2. Completion of Remaining Work: After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, CONTRACTOR shall pay OWNER \$1,500 for each day that expires after such time until the Work is completed and ready for final payment. This amount is comprised of \$1,250 per day for engineering, construction administration services, and construction observation services, and \$250 per day for administration, labor, expenses, and other costs that will be incurred by OWNER.

3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

Article 5. CONTRACT PRICE

5.01 OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds as follows, subject to adjustment under the Contract:

SEVEN HUNDRED TWENTY-FOUR THOUSAND, EIGHT HUNDRED THIRTY-SIX DOLLARS AND NO/100 (\$724,836.00)

A. For all Work, at the prices stated in CONTRACTOR's Bid, attached hereto as an exhibit.

B. All specific Cash Allowances are included in the Contract Price and have been computed in accordance with Paragraph 13.02 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

A. CONTRACTOR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

6.02 Progress Payments; Retainage

A. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as established at the preconstruction conference during performance of the Work as provided in Paragraph 6.02.A.1 below. All such payments will be measured by the schedule of values established in Paragraph 2.05.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:

1. OWNER will retain an amount equal to 10% of each progress payment application until 50% of the Work has been completed. At 50% completion, OWNER shall reduce the retainage so that no more than 5% of the Work completed is withheld. For subsequent progress payment applications beyond 50% completion, OWNER will retain an amount equal to 5% of the payment being requested.

6.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 15.06.

6.04 Consent of Surety

A. OWNER will not make final payment unless CONTRACTOR submits written consent of the surety to such payment.

Article 7. HIERARCHY

7.01 In resolving inconsistencies among two or more sections of the Contract Documents, precedence shall be given in the following order:

First:	WRITTEN AMENDMENTS
Second:	CHANGE ORDERS/FIELD ORDERS/WORK CHANGE DIRECTIVES
Third:	ADDENDA
Fourth:	AGREEMENT
Fifth:	SUPPLEMENTARY CONDITIONS
Sixth:	GENERAL CONDITIONS
Seventh:	SPECIFICATIONS
Eighth:	DRAWINGS

For categories that have the same order of precedence, the document that includes the latest date shall control. Figure dimensions (numerical) on Drawings shall take precedence over dimensions measured utilizing a scale.

Article 8. REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 CONTRACTOR's Representations

A. In order to induce OWNER to enter into this Contract, CONTRACTOR makes the following representations:

1. CONTRACTOR has examined and carefully studied the Contract Documents, including Addenda.
2. CONTRACTOR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CONTRACTOR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CONTRACTOR has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site, if any, that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. CONTRACTOR has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CONTRACTOR has considered the information known to CONTRACTOR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR; and (c) CONTRACTOR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CONTRACTOR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. CONTRACTOR's entry into this Contract constitutes an incontrovertible representation by CONTRACTOR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 CONTRACTOR's Certifications

A. CONTRACTOR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of OWNER, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive OWNER of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of OWNER, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 00 52 00-1 through 00 52 00-11, inclusive);
2. Performance bond (pages to 00 61 13.13-1 through 00 61 13.13-4, inclusive);
3. Payment bond (pages 00 61 13.16-1 through 00 61 13.16-4, inclusive);
4. Other bonds
 - a. NA (pages NA to NA, inclusive);
5. General Conditions (pages 00 72 00-1 through 00 72 00-70, inclusive);
6. Supplementary Conditions (pages 00 73 00-1 through 00 73 00-21, inclusive);
7. Specifications as listed in the table of contents of the Project Manual;
8. Drawings—Sheets No. 1 through No. 40

inclusive incorporated herein by reference with each sheet bearing the following general title:

**CATON FARM WATER MAIN EXTENSION FOR THE CITY OF CREST HILL,
WILL COUNTY, ILLINOIS, CONTRACT 3-2025**

as well as drawings listed in the table of contents that are bound at the back of these specifications.

9. Addenda (NA).
10. Exhibits to this Agreement (enumerated as follows:):
 - a. CONTRACTOR's Bid (pages 00 41 00-1 to 00 41 00-11);
 - b. Documentation submitted by CONTRACTOR prior to Notice of Award
(NA);
 - c. (NA);
11. The following may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed (page 00 55 00-1);
 - b. Erosion Control Certification (page 00 55 10-1);
 - c. Work Change Directives (not attached to this Agreement);
 - d. Change Order(s) (not attached to this Agreement).
 - e. Warranty Bond, if any.

B. The Contract Documents listed in Paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 11.01 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.02 Integration

A. The parties' entire agreement is contained in the Contract Documents, and the provisions of the Contract Documents supersede all prior discussions or writings between the parties.

10.03 Audit: Access to Records

A. CONTRACTOR shall maintain books, records, documents, and other evidence directly pertinent to the performance of this Contract in accordance with generally accepted accounting principles. CONTRACTOR shall also maintain the financial information and data used by CONTRACTOR in the preparation or support of any cost submissions required by Change Order and a copy of the cost summary submitted to OWNER. The Illinois Auditor General, OWNER, or any of their authorized representatives shall have access to the books, records, papers, documents, and other evidence for purposes of inspection, audit, examination, excerpts, transcriptions, and copying. CONTRACTOR shall provide facilities for access and inspection.

B. For a formally advertised, competitively awarded, fixed price contract, CONTRACTOR shall include access to records for all negotiated Change Orders and Contract amendments in excess of \$25,000 that affect the Contract price. In the case of all other prime contracts, CONTRACTOR shall agree to include access to records in all contracts and all tier subcontracts or Change Orders in excess of \$25,000 that are directly related to the Work.

C. Audits shall be in accordance with auditing standards generally accepted in the United States.

D. CONTRACTOR shall agree to the disclosure of all information and reports resulting from access to records. When the audit concerns CONTRACTOR, the auditing agency shall afford CONTRACTOR an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the audited parties.

E. Records shall be maintained and made available during performance of the Work under the loan agreement and for 3 years after the date of final loan audit. In addition, records that relate to any dispute or litigation or the settlement of claims arising out of any performance, costs, or items to which an audit exception has been taken shall be maintained and made available for 3 years after resolution of the dispute, appeal, litigation, claim, or exception.

F. The right of access will generally be exercised with respect to financial records under negotiated prime contracts, negotiated Change Orders or Contract amendments in excess of \$25,000 affecting the prices of any formally advertised, competitively awarded, fixed price contract; and subcontracts or purchase orders under any Contract other than a formally advertised, competitively awarded, fixed price contract.

G. The right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and if there is any indication that fraud, gross abuse, or corrupt practices may be involved in the award or performance of the contract or subcontract.

H. CONTRACTOR shall warrant that no person or selling agency has been employed or retained to solicit or secure the Contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, OWNER shall have the right to annul Contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER **CITY OF CREST HILL, ILLINOIS**

Signature and Title

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

CONTRACTOR **M&J UNDERGROUND, INC.**

Signature and Title

ATTEST:

By: _____
Signature and Title

Address for Giving Notices:

Name: _____

Street: _____

City, State, Zip Code: _____

Phone: _____

Facsimile: _____

E-mail: _____

Designated Representative: _____

License No.: _____
(Where applicable)

(If CONTRACTOR is a corporation, limited liability company, or a partnership, attach evidence of authority to sign.)

INSTRUCTIONS FOR EXECUTING CONTRACT

The full name and business address of CONTRACTOR should be inserted and the Agreement should be signed with CONTRACTOR's official signature. Please have the name of the signing party printed under all signatures to the Agreement.

If CONTRACTOR is operating as a partnership, each partner should sign the Agreement. If the Agreement is not signed by each partner, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the partnership.

If CONTRACTOR is an individual, the trade name (if CONTRACTOR is operating under a trade name) should be indicated in the Agreement and the Agreement should be signed by such individual. If signed by other than CONTRACTOR, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's authority to execute such Agreement for and on behalf of CONTRACTOR.

If CONTRACTOR is operating as a limited liability company, and it is member-managed, each member should sign the Agreement, or an authorized member should sign. If the LLC is manager-managed, an authorized manager should sign. If the Agreement is not signed by each member, there should be attached to the Agreement a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such Agreement for and on behalf of the LLC.

If CONTRACTOR is a corporation, the Secretary of the corporation should sign the certificate below. If the Agreement itself is signed by the Secretary of the corporation, the certificate below should be executed by some other officer of the corporation. In lieu of the following certificate, there may be attached to the Agreement copies of so much of the records of the corporation which will show the official character and authority of the officers signing, duly certified by the Secretary or Assistant Secretary to be true copies.

I, _____, certify that I am the _____
(Print Name) (Title of Individual Signing this Certificate)

of the corporation named as CONTRACTOR herein above; that _____,
(Print Name of Officer Signing Agreement)

who signed the foregoing Agreement on behalf of CONTRACTOR was then _____ of said corporation; that said Agreement was duly signed
(Title of Officer Signing Agreement)

for and on behalf of said Corporation by authority of its governing body, and is within the scope of its corporate powers.

(Individual Signature)

END OF SECTION

SECTION 00 55 00
NOTICE TO PROCEED

Dated: _____

TO: **M&J UNDERGROUND, INC.**
(CONTRACTOR)

ADDRESS: **26603 SOUTH GOVERNORS HIGHWAY, SUITE 1**
MONEE, IL 60449

PROJECT: **CATON FARM WATER MAIN EXTENSION**

OWNER'S CONTRACT NO.: **3-2025**

CONTRACT FOR: **CITY OF CREST HILL, ILLINOIS**
CATON FARM WATER MAIN EXTENSION, CONTRACT 3-2025
(Insert name of Contract as it appears in the Bidding Documents)

You are notified that the Contract Time under the above Contract will commence to run on _____ day of _____, 20____. On that date, you are to start performing your obligations under the Contract Documents.

Before you may start any work at the site, Paragraph 2.01.B of the General Conditions provides that you must deliver to OWNER (with copies to ENGINEER and other identified additional insureds) certificates of insurance, copies of endorsements, and other evidence of insurance which you are required to purchase and maintain in accordance with the Contract Documents.

Also before you may start any work at the site, you must _____

(Add Other Requirements)

CITY OF CREST HILL, ILLINOIS
(OWNER)

By: _____
(Authorized Signature)

(Title)

END OF SECTION



Agenda Memo

Crest Hill, IL

Meeting Date:	September 15, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Award the contract to Dahme Mechanical Industries, Inc (DMI) in the amount of \$599,866.00 for the Chemical Feed Systems Upgrade on Wells 4,8,9,11 & 12.

Summary: Bids were advertised and solicited for qualified contractors to provide unit price costs for the Chemical Feed System Upgrades. This work will remove the old gas chemical system and replace it with a new liquid chemical system.

The city solicited bids through the newspaper and IDOT construction bulletin looking for qualified contractors. A total of three (3) local prequalified contractors picked up bids and two (2) submitted bids. The bids were received for the improvement at Crest Hill City Hall until 10:00 AM local time on Wednesday, August 27, 2025. Bids were opened and read aloud on Wednesday, August 27, 2025, at 10:00 AM in the Council Chambers. The following is a list of the bids received:

Results

- | | |
|---|--------------|
| 1. Dahme Mechanical Industries, Inc (DMI) | \$599,886.00 |
| 2. Independent Industries, Inc. | \$644,682.00 |

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

Recommended Council Action: Award the contract to Dahme Mechanical Industries, Inc (DMI) in the amount of \$599,866.00 for the Chemical Feed Systems Upgrade on Wells 4,8,9,11 & 12.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$599,886.00

Total 2026 budget amount obligated to the water fund to date including this work: \$8,975,276.00

Attachments:

Bid Tab-Chemical Feed.pdf

CITY OF CREST HILL BID TAB																
Location Wells 4, 8, 9, 11 & 12 00000-01-GM						Section No 26- <u>Contractors</u>										
Project Name					<u>Engineer's Estimate</u>	Dahme Mechanical Industries, Inc (DMI) Arlington Heights		Independent Mechanical Industries, Inc. Elk Grove Village								
Item No.	Items	Unit	Quantity	Unit Price		Total	Unit Price	Total								
1	CHEMICAL FEED UPGRADES, WELL 4	L.SUM	1	\$62,400.00		\$62,400.00	\$138,888.00	\$138,888.00	\$155,531.00	\$155,531.00						
2	CHEMICAL FEED UPGRADES, WELL 8	L.SUM	1	\$69,600.00		\$69,600.00	\$151,888.00	\$151,888.00	\$161,829.00	\$161,829.00						
3	CHEMICAL FEED UPGRADES, WELL 9-12	L.SUM	1	\$78,000.00		\$78,000.00	\$156,888.00	\$156,888.00	\$159,953.00	\$159,953.00						
4	CHEMICAL FEED UPGRADES, WELL 11	L.SUM	1	\$60,000.00		\$60,000.00	\$144,222.00	\$144,222.00	\$159,369.00	\$159,369.00						
5	ALLOWANCE FLOURIDE MINITOR REPAIR, WELL 4	L.SUM	1	\$2,000.00		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00						
6	ALLOWANCE FLOURIDE MINITOR REPAIR, WELL 8	L.SUM	1	\$2,000.00		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00						
7	ALLOWANCE FLOURIDE MINITOR REPAIR, WELL 9-12	L.SUM	1	\$2,000.00		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00						
8	ALLOWANCE FLOURIDE MINITOR REPAIR, WELL 1	L.SUM	1	\$2,000.00		\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00						
					\$0.00		\$0.00		\$0.00							
					\$0.00		\$0.00		\$0.00							
					\$0.00		\$0.00		\$0.00							
					\$0.00		\$0.00		\$0.00							
					\$0.00		\$0.00		\$0.00							
					\$0.00		\$0.00		\$0.00							
1					\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	
Total =					\$278,000.00	Total =	\$599,886.00	Total =	\$644,682.00	Total =	\$0.00	Total =	\$0.00	Total =	\$0.00	



Agenda Memo

Crest Hill, IL

Meeting Date:	September 15, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Innercircle-Phase 1 Water Main and Roadway Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and M.J Underground, Inc. for an amount of \$2,318,680.64.

Summary: Attached is the construction agreement for the Innercircle Phase 1 Water Main and Roadway Rehabilitation Improvement, which was awarded to M.J. Underground. on the July 21, 2025 council meeting.

The project will begin in late fall and be completed by late spring 2026.

Recommended Council Action:

Resolution approving an Agreement for Innercircle-Phase 1 Water Main and Roadway Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and M.J Underground, Inc. for an amount of \$2,318,680.64.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$9,129,250.00

Cost: \$2,318,680.64

Total 2026 budget amount obligated to the water main replacement fund to date including this work: \$7,447,573.00

Attachments:

M.J. Underground Resolution

Exhibit A-25AN049 Crest Hill Innercircle Phase 1-Contract and Bond.

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR
INNERCIRCLE-PHASE 1 WATER MAIN AND ROADWAY REHABILITATION
IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND M.J. UNDERGROUND, INC , LTD. FOR AN AMOUNT OF \$2,318,680.64**

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

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

WHEREAS, M.J Underground, Inc. (the "COMPANY"), is an entity that is in the business of providing Construction Services for the Innercircle-Phase 1 Water Main and Roadway Rehabilitation Improvement. (the "Services"); and

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

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

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$2,318,680.64 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

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

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

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

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

[Intentionally Blank]

PASSED THIS 15TH DAY SEPTEMBER, 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 15TH DAY OF SEPTEMBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EXHIBIT A

CITY OF CREST HILL
INNER CIRCLE DRIVE
WATER MAIN IMPROVEMENT PROJECT



AGREEMENT BETWEEN THE CITY OF CREST HILL AND “CONTRACTOR”

THIS AGREEMENT (“Agreement”) is made and entered into by and between the City of Crest Hill (“City”) and M&J Underground, Inc. (“Contractor”) on this, the 16th day of September, 2025. The City and the Contractor may be referred to individually as a “Party” or collectively as the “Parties,” where appropriate.

1. The Contract Documents, in order of priority, shall consist of the following:

- i. This Agreement
- ii. Addenda number 1, inclusive.
- iii. Contract Special Provisions bearing the title “Special Provisions for Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project.”
- iv. BDE Special Provisions for the July 11, 2025, Letting.
- v. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project.
- vi. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vii. Performance and Payment Bonds.
- viii. Contractor’s Bid and Proposal.
- ix. All documentation submitted by Contractor prior to notice of Award.
- x. Notice to bidders, invitation to bid, and bidding instructions for the Inner Circle Drive, Hosmer Lane, Rahill Court Water Main Improvement Project.
- xi. Notice of Award.
- xii. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contractor believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

_____ Within _____ days after the Commencement Date.

X On or before November 10, 2025 for all water main, storm sewer, and pavement patching scope, and May 22, 2026 for all concrete, milling, and resurfacing scope.

After the date of substantial completion, the Contractor shall have an additional 5 working days to complete all clean-up and punch-list items.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn

and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.

- (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment and all amounts previously paid or retained during the course of the Contract.
- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
 - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or

- (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or
 - (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
- (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

Retainage will be held based on Public Act 103-0570. 10% will be held up to 50% completion of the project. When more than 50% of the contract is completed, 5% retainage will be held.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (see Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

- (a) **General Insurance Requirements.**

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

(b) Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's

liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called "Kotecki Cap." The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.

- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City's sole discretion. All Contractor's subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With

permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work. After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

(a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.

(b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to

Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,
WILL COUNTY, ILLINOIS

M&J UNDERGROUND, INC.

BY: _____

BY:  _____

ITS: _____

ITS: 8/23/2025

MAYOR

DATE: _____

DATE: _____

ATTEST:

BY: _____

ITS: _____

DATE: _____

Subcontractor Form

Contractor Name	Contractor Contact Information	Work Performed
Gallagher Asphalt Corporation	800-536-7160	concrete
Mackie Consultants	847-696-1400	construction layout
Roadsafe Traffic Systems	815-372-2300	traffic control/protection
Rosewood Landscaping	708-906-9450	landscape restoration

Prime Contractor: M&J Underground Inc

BID TAB
RETURN WITH BID
BASE BID FOR INNER CIRCLE DR, HOSMER LN AND RAHILL CT

ITEM NO.	PAV ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL BID COST
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIALS	CU YD	350	\$ 42.00	\$ 14,700.00
21001000	GEO TECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	1,050	\$ 2.00	\$ 2,100.00
28000250	TEMPORARY EROSION CONTROL SEEDING	POUND	20	\$ 96.00	\$ 1,920.00
28000510	INLET FILTERS	EACH	25	\$ 224.00	\$ 5,600.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	1,215	\$ 4.00	\$ 4,860.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	350	\$ 53.00	\$ 18,550.00
35102200	AGGREGATE BASE COURSE, TYPE B 10"	SQ YD	136	\$ 19.00	\$ 2,584.00
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	16,256	\$ 0.01	\$ 162.56
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1,626	\$ 0.01	\$ 16.26
40600982	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	82	\$ 0.01	\$ 0.82
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	1,176	\$ 94.00	\$ 110,544.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	784	\$ 102.00	\$ 79,968.00
42000401	PORTLAND CEMENT CONCRETE PAVEMENT 9" (JOINTED)	SQ YD	136	\$ 165.00	\$ 22,440.00
42400800	DETECTABLE WARNINGS	SQ FT	122	\$ 26.00	\$ 3,172.00
44000100	PAVEMENT REMOVAL	SQ YD	136	\$ 44.00	\$ 5,984.00
44000169	HOT-MIX ASPHALT SURFACE REMOVAL, 5"	SQ YD	6,913	\$ 5.00	\$ 34,565.00
44201711	CLASS D PATCHES, TYPE IV, 5 INCH	SQ YD	227	\$ 61.00	\$ 13,847.00
550A2320	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 1 12"	FOOT	304	\$ 115.00	\$ 34,960.00
550A2520	STORM SEWERS, RUBBER GASKET, CLASS A, TYPE 2 12"	FOOT	661	\$ 74.00	\$ 48,914.00
55100400	STORM SEWER REMOVAL 10"	FOOT	36	\$ 76.00	\$ 2,736.00
55100500	STORM SEWER REMOVAL 12"	FOOT	238	\$ 76.00	\$ 18,088.00
56103000	DUCTILE IRON WATER MAIN, 6"	FOOT	90	\$ 144.00	\$ 12,960.00
56103100	DUCTILE IRON WATER MAIN, 8"	FOOT	2,237	\$ 125.00	\$ 279,625.00
56105000	WATER VALVES 8"	EACH	17	\$ 3,178.00	\$ 54,026.00
56400500	FIRE HYDRANT TO BE REMOVED	EACH	6	\$ 1,554.00	\$ 9,324.00
56400820	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	6	\$ 9,349.00	\$ 56,094.00
56500800	DOMESTIC WATER SERVICE BOX	EACH	43	\$ 1,751.00	\$ 75,293.00
60200105	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	7	\$ 3,792.00	\$ 26,544.00
60203805	CATCH BASINS, TYPE A, 5'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 5,918.00	\$ 5,918.00
60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	6	\$ 2,488.00	\$ 14,928.00
60218300	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID	EACH	1	\$ 4,387.00	\$ 4,387.00

60218400	MANHOLES, TYPE A, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	4	\$ 3,314.00	\$ 13,256.00
60234200	INLETS, TYPE A, TYPE I FRAME, OPEN LID	EACH	2	\$ 2,417.00	\$ 4,834.00
60248900	VALVE VAULTS, TYPE A, 5'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	17	\$ 3,943.00	\$ 67,031.00
60250200	CATCH BASINS TO BE ADJUSTED	EACH	1	\$ 687.00	\$ 687.00
60500405	FILLING VALVE VAULTS	EACH	5	\$ 1,512.00	\$ 7,560.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	476	\$ 4.00	\$ 1,904.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	645	\$ 6.00	\$ 3,870.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	73	\$ 24.00	\$ 1,752.00
78008230	POLYUREA PAVEMENT MARKING TYPE I - LINE 6"	FOOT	88	\$ 49.00	\$ 4,312.00
78008270	POLYUREA PAVEMENT MARKING TYPE I - LINE 24"	FOOT	15	\$ 212.00	\$ 3,180.00
78011030	GROOVING FOR RECESSED PAVEMENT MARKING, 7"	FOOT	733	\$ 5.00	\$ 3,665.00
78011125	GROOVING FOR RECESSED PAVEMENT MARKING, 25"	FOOT	88	\$ 20.00	\$ 1,760.00
X0322463	CONNECTION TO EXISTING SEWER	EACH	1	\$ 2,624.00	\$ 2,624.00
X0324878	SANITARY SEWER SERVICE ADJUSTMENT	FOOT	100	\$ 176.00	\$ 17,600.00
X1200160	CONNECTION TO EXISTING DRAINAGE STRUCTURE	EACH	1	\$ 2,344.00	\$ 2,344.00
X2080250	TRENCH BACKFILL, SPECIAL	CU YD	2,732	\$ 101.00	\$ 275,932.00
X2130010	EXPLORATION TRENCH, SPECIAL	FOOT	600	\$ 183.00	\$ 109,800.00
X3580300	AGGREGATE BASE REPAIR (SPECIAL)	TON	150	\$ 20.00	\$ 3,000.00
X5510308	SANITARY SEWER REMOVAL, 8"	FOOT	110	\$ 19.00	\$ 2,090.00
X5610656	WATER MAIN TO BE ABANDONED, 6"	FOOT	110	\$ 10.00	\$ 1,100.00
X5610658	WATER MAIN TO BE ABANDONED, 8"	FOOT	2,287	\$ 12.00	\$ 27,444.00
X5610706	WATER MAIN REMOVAL, 6"	FOOT	20	\$ 20.00	\$ 400.00
X5610708	WATER MAIN REMOVAL, 8"	FOOT	68	\$ 20.00	\$ 1,360.00
X5610804	NON-PRESSURE CONNECTION TO EXISTING WATER MAIN	EACH	8	\$ 5,044.00	\$ 40,352.00
X5630405	REMOVE EXISTING WATER VALVE	EACH	6	\$ 1,146.00	\$ 6,876.00
X6022858	MANHOLES, TYPE A, SANITARY, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	1	\$ 5,501.00	\$ 5,501.00
X6026050	SANITARY MANHOLES TO BE ADJUSTED	EACH	9	\$ 1,075.00	\$ 9,675.00
X6026622	VALVE VAULTS TO BE REMOVED	EACH	1	\$ 1,512.00	\$ 1,512.00
X6026632	VALVE BOXES TO BE REMOVED	EACH	8	\$ 337.00	\$ 2,696.00
X7010216	TRAFFIC CONTROL & PROTECTION (SPECIAL)	L SUM	1	\$ 58,730.00	\$ 58,730.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 31,916.00	\$ 31,916.00
	3" HMA DRIVEWAY REMOVAL AND REPLACEMENT	SQ FT	276	\$ 16.00	\$ 4,416.00
	CASH ALLOWANCE	UNITS	25,000	\$ 1.00	\$ 25,000.00
	COMBINATION CONCRETE CURB & GUTTER REMOVAL & REPLACEMENT (SPECIAL)	FOOT	2,192	\$ 60.00	\$ 131,520.00
	DROP SANITARY MANHOLES, 4'-DIAMETER, TYPE I FRAME, CLOSED LID	EACH	2	\$ 7,551.00	\$ 15,102.00
	DUCTILE IRON WATERMAIN, "THEODORE ROAD", 8"	FOOT	75	\$ 188.00	\$ 14,100.00

	INSERTION VALVES, 8"	EACH	1	\$12,527.00	\$ 12,527.00
	PARKWAY RESTORATION - SODDING	SQ YD	1,215	\$ 23.00	\$ 27,945.00
	PORTLAND CEMENT CONCRETE (HIGH EARLY) DRIVEWAY PAVEMENT REMOVAL & REPLACEMENT	SQ YD	422	\$ 162.00	\$68,364.00
	PORTLAND CEMENT CONCRETE SIDEWALK REMOVAL & REPLACEMENT (SPECIAL)	SQ FT	6,403	\$ 15.00	\$ 96,045.00
	SANITARY SEWER, PVC ASTM D-2241, 8"	FOOT	110	\$123.00	\$ 13,530.00
	SHAPING AND GRADING ROADWAY	SQ YD	6,997	\$ 3.00	\$ 20,991.00
	STRUCTURES TO BE REMOVED	EACH	10	\$ 2,040.00	\$ 20,400.00
	SUMP LINE	FOOT	100	\$ 132.00	\$ 13,200.00
	TEMPORARY ACCESS	EACH	43	\$ 210.00	\$ 9,030.00
	TEMPORARY PAVEMENT, 2"	SQ YD	2,500	\$ 20.00	\$ 50,000.00
	WATER MAIN CASING SLEEVE	FOOT	60	\$ 160.00	\$9,600.00
	WATER SERVICE LINE, 1" (LONG)	EACH	16	\$ 3,504.00	\$ 56,064.00
	WATER SERVICE LINE, 1" (SHORT)	EACH	27	\$1,899.00	\$ 51,273.00
TOTAL					\$2,318,680.64\$

25AN049

Bond No. S051890

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:

(Name, legal status and address)

M&J Underground, Inc.
26603 Governors Highway
Monee, IL 60449

SURETY:

(Name, legal status and principal place of business)

Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

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

CONSTRUCTION CONTRACT

Date: September 16, 2025

Amount: \$ 2,318,680.64

Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Description:

(Name and location)

City of Crest Hill - Inner Circle Drive - Water Main Improvement Project

BOND

Date: September 16, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 2,318,680.64

Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Modifications to this Bond:

☒ None

☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

M&J Underground, Inc.

Signature: _____

Name

Jamice Reading

and Title:

President

SURETY

Company:

(Corporate Seal)

Employers Mutual Casualty Company

Signature: _____

Name

Carl Dohn, Jr.

and Title:

Attorney-in-Fact

Surety Phone No. 515-280-2511



(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assured Partners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102
Palatine, IL 60067
847-303-6800

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

Bond No. S051890

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond**CONTRACTOR:**
(Name, legal status and address)M&J Underground, Inc.
26603 Governors Highway
Monee, IL 60449**SURETY:**
(Name, legal status and principal place of business)Employers Mutual Casualty Company
P.O. Box 712
Des Moines, IA 50306-0712
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)City of Crest Hill
20600 City Center Blvd.
Crest Hill, IL 60403**CONSTRUCTION CONTRACT**

Date: September 16, 2025

Amount: \$2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Description:

(Name and location)

City of Crest Hill - Inner Circle Drive - Water Main Improvement Project

BOND

Date: September 16, 2025

(Not earlier than Construction Contract Date)

Amount: \$2,318,680.64 Two Million Three Hundred Eighteen Thousand Six Hundred Eighty Dollars and 64/100

Modifications to this Bond: ☒ None ☐ See Section 18**CONTRACTOR AS PRINCIPAL**

Company: (Corporate Seal)

M&J Underground, Inc.

Signature: _____

Name

Janice Reading
and Title: President**SURETY**

Company: (Corporate Seal)

Employers Mutual Casualty Company

Signature: _____

Name

Carl Dohn, Jr.

and Title: Attorney-in-Fact

Surety Phone No. 515-280-2511



(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

AssuredPartners of Illinois LLC dba Dohn & Maher Associates

4811 Emerson Avenue, Suite 102
Palatine, IL 60067
847-303-6800**OWNER'S REPRESENTATIVE:**

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)

SURETY

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____



P.O. Box 712 • Des Moines, Iowa 50306-0712

CERTIFICATE OF AUTHORITY INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Carl Dohn, Jr.

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond:

Surety Bond Number: S051890
 Principal : M&J Underground, Inc.
 Obligor : City of Crest Hill

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

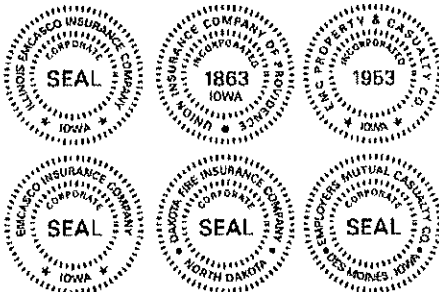
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 19th day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1 (Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6)

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 19th day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 19th day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 16th day of September, 2025.

Ryan J. Springer
 Vice President



CERTIFICATE OF LIABILITY INSURANCE

DATE (M)
7/10
Item 6.

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

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

PRODUCER Acrisure Midwest Partners Insurance Services LLC PO Box 510187 New Berlin WI 53151-0187		CONTACT NAME: Erin Radecky PHONE (A/C, No, Ext): 1-866-882-4999 FAX (A/C, No): E-MAIL ADDRESS:		
INSURED M&J Underground, Inc. P.O. Box 164 Monee IL 60449 M&JUNDE-01		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: The Phoenix Insurance Company		25623
		INSURER B: St. Paul Protective Insurance Company		19224
		INSURER C: Travelers Property Casualty Company of America		25674
		INSURER D: Travelers Casualty Insurance Company of America		19046
		INSURER E: The Travelers Indemnity Company		25658
INSURER F:				

COVERAGES **CERTIFICATE NUMBER:** 1528881367 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		DT-CO-A1194631-PHX-24	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		810-8Y246049-24-26-G	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000			CUP-A1202659-24-26	11/1/2024	11/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-A1194968-24-26-G	11/1/2024	11/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution Railroad Protective			A1194631	11/27/2024	11/27/2025	Limit Occ/Aggregate 5,000,000/10,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excluded: Janice Reading
Project #25AN049 Crest Hill - Inner Circle Dr, Hosmer Lane and Rahill Court Water Main Improvement Project The City of Crest Hill and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured on a primary and non-contributory basis for general liability insurance and automobile liability coverage for the duration of the contract term.

CERTIFICATE HOLDER City of Crest Hill 20600 City Center Blvd Crest Hill IL 60403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

58504 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added. Any person or organization is an **insured** for Covered Autos Liability Coverage, but only to the extent that

person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

All other policy terms and conditions apply.

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58583 (1-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER PAYMENTS (WAIVER OF SUBROGATION) - BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

SECTION V CONDITIONS, A. LOSS CONDITIONS is amended. **5. Our Right to Recover Payments** is deleted and replaced by the following condition.

5. Our Right to Recover Payments

If we make a payment under this policy and the person to or for whom payment is made has a right to recover damages from another, we will be entitled to that right. That person shall do everything necessary to transfer that right to us and do nothing to prejudice it.

However, we waive our right to recover payments made for **bodily injury or property damage**:

- a. Covered by the policy; and
- b. Arising out of the operation of autos covered by the policy, in accordance with the terms and conditions of a written contract between you and such person or entity

only if such rights have been waived by the written contract prior to the **accident or loss** which caused the **bodily injury or property damage**.

All other policy terms and conditions apply.

58583 (1-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission. Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY - BLANKET COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTO POLICY

A. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended. The following provision is added.

Any person or organization is an **insured** for Covered Autos Liability Coverage, however, only to the extent that person or organization qualifies as an **insured** under **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. COVERAGE, 1. Who Is An Insured.**

B. SECTION V - CONDITIONS, B. GENERAL CONDITIONS, 2. Other Insurance is amended. The following provision is added as it applies to this endorsement only.

When this insurance is primary and there is other insurance for any person or organization, other than a Named Insured, which covers liability for your operations, contribution from such other insurance shall not be sought by us when:

- (1) There is a written agreement between you and such person or organization that this insurance shall be primary and without the right of contribution; and
- (2) Such written agreement was in force prior to any **bodily injury or property damage.**

All other policy terms and conditions apply.

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. the **written contract** requires you to provide the additional insured such coverage; and
 - 2. this coverage part provides such coverage.

II. ~~But if the written contract requires:~~

- A. additional **insured** coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. additional insured coverage with "arising out of" language; or
- C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
- A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
- A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-18)

Policy No: 7091754441



CNA PARAMOUNT

**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed
Operations Coverage Endorsement**

*** Primary and Noncontributory Insurance ***

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a written contract requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
3. make available any other insurance, and tender the defense and indemnity of any claim to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:

1. the bodily injury or property damage; or
2. the offense that caused the personal and advertising injury;

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)

Policy No: 7091754441

CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the COMMERCIAL GENERAL LIABILITY COVERAGE PART as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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CNA74705XX (1-15)
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Policy No: 7091754441



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement



ADDITIONAL INSUREDS

- a. WHO IS AN INSURED is amended to include as an insured any person or organization described in paragraphs A. through H. below whom a Named Insured is required to add as an additional insured on this Coverage Part under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this Coverage Part; and

(2) was executed prior to:

(a) the bodily injury or property damage; or

(b) the offense that caused the personal and advertising injury,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a Named Insured, but only with respect to such person or organization's liability for bodily injury, property damage or personal and advertising injury arising out of:

1. such person or organization's financial control of a Named Insured; or

2. premises such person or organization owns, maintains or controls while a Named Insured leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a Named Insured and covered under this insurance but only with respect to such co-owner's liability for bodily injury, property damage or personal and advertising injury as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a Named Insured leases equipment, but only with respect to liability for bodily injury, property damage or personal and advertising injury caused, in whole or in part, by the Named Insured's maintenance, operation or use of such equipment, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a Named Insured leases land but only with respect to liability for bodily injury, property damage or personal and advertising injury arising out of the ownership, maintenance or use of such land, provided that the occurrence giving rise to such bodily injury, property damage or the offense giving rise to such personal and advertising injury takes place prior to the termination of such lease. The

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CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- a. the Named Insured's acts or omissions; or
- b. the acts or omissions of those acting on the Named Insured's behalf,

in the performance of the Named Insured's ongoing operations at the trade show event premises during the trade show event.

- 2. The coverage granted by this paragraph does not apply to bodily injury or property damage included within the products-completed operations hazard.

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The Other Insurance Condition in the COMMERCIAL GENERAL LIABILITY CONDITIONS Section is amended to add the following paragraph:

If the Named Insured has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under DEFINITIONS, the definition of bodily injury is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under CONDITIONS, the condition entitled Duties in The Event of Occurrence, Offense, Claim or Suit is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The Named Insured must give the Insurer or the Insurer's authorized representative notice of an occurrence, offense or claim only when the occurrence, offense or claim is known to a natural person Named Insured, to a partner, executive officer, manager or member of a Named Insured, or an employee designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The Named Insured's rights under this Coverage Part will not be prejudiced if the Named Insured fails to give the Insurer notice of an occurrence, offense or claim and that failure is solely due to the Named Insured's reasonable belief that the bodily injury or property damage is not covered under this Coverage Part. However, the Named Insured shall give written notice of such occurrence, offense or claim to the Insurer as soon as the Named Insured is aware that this insurance may apply to such occurrence, offense or claim.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a Named Insured has management control:
 - a. on the effective date of this Coverage Part; or



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the Named Insured unintentionally fails to disclose all existing hazards at the inception date of the Named Insured's Coverage Part, the Insurer will not deny coverage under this Coverage Part because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the Named Insured's ongoing operations; or
2. your work included in the **products-completed operations hazard**.

However, this waiver applies only when the Named Insured has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the Named Insured is or was involved, this exclusion does not apply to those sums the Named Insured become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the Named Insured's ongoing operations at the project, or during such operations of anyone acting on the Named Insured's behalf; nor

CNA74705XX (1-15)

Policy No: 7091754441

CNA Paramount Excess and Umbrella Liability Policy

Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any executive officer, member of the **Named Insured's** risk management or in-house general counsel's office, or any employee authorized by the **Named Insured** to give or receive notice of a claim.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, auto does not include mobile equipment.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. suit; or

CNA Paramount Excess and Umbrella Liability Policy

or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all claims required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any damages or defense costs by any valid and collectible other insurance for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a claim, incident or such event covered by such other insurance.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current policy period. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a claim is made.

U. Transfer of Interest

Workers Compensation And Employers Liability Insurance
Policy Endorsement

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



Agenda Memo

Crest Hill, IL

Meeting Date:	September 12, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	ComEd Agreements and Expenditure for the West Sewage Treatment Plant Electrical Upgrade

Summary: On Tuesday, September 2nd I learned that in order for ComEd to perform work on the transformer which provides power to the West Plant, they are going to need to take it offline. I also learned that in addition to the transformer, ComEd will need to have an Automatic Throw Over (ATO), basically a beefier transfer switch, that the City will need to pay \$321.42 monthly.

To not delay the project ComEd needs the City to sign the monthly agreement for the ATO and the City needs a generator and diesel fuel to be onsite and ready to work when the transformer is taken offline. While the monthly costs are within my authority, this will be an ongoing expense and thus I am bringing this to the City Council. Additionally, the generator rental and fuel costs will be beyond my authority, so I will also be seeking Council's authority for up to \$75,000. Yes, I know the proposal is for \$133,722, but we are not anticipating the work to take 2 weeks.

Dominic Gattone from Strand Associates, Inc. attended September 8th meeting and Attorney Stiff has already reviewed the agreements. Following Monday's meeting, staff confirmed that same ATO is also at the East plan. Thus, having an ATO to automatically switch power is typical.

Recommended Council Action: Authorization to proceed.

Financial Impact:

Funding Source: Wastewater Enterprise Fund

Budgeted Amount: A specific amount was not budgeted.

















Cost: Up to \$75,000 + the ongoing \$321.42 monthly ATO rental fee.

Attachments: VCC Generator & Fuel Proposal






ComEd Service Entrance Location Sketch

ComEd Service Entrance Location Agreement – Redacted for Security Reasons

ComEd Facilities Service Acknowledgement

	INSTANT COATED OWNED POLE
	INSTANT COATED OWNED CABLE/THERMAL POLE
	INSTANT COATED OWNED POLE WITH FOREIGN ATTACHMENT
	INSTANT COATED OWNED CABLE/THERMAL POLE WITH FOREIGN ATTACHMENT
	INSTANT JOINT OWNED POLE
	INSTANT JOINT OWNED POLE WITH FOREIGN ATTACHMENT
	INSTANT JOINT OWNED POLE AND CABLE/THERMAL
	INSTANT COLDOWN OWNED POLE
	PROPOSED COATED OWNED POLE
	PROPOSED COATED CABLE/THERMAL POLE
	PROPOSED COATED OWNED POLE WITH FOREIGN ATTACHMENT
	PROPOSED COATED OWNED CABLE/THERMAL POLE WITH FOREIGN ATTACHMENT
	PROPOSED JOINT OWNED POLE
	PROPOSED JOINT OWNED POLE WITH FOREIGN ATTACHMENT
	PROPOSED JOINT OWNED POLE AND CABLE/THERMAL
	PROPOSED COLDOWN OWNED POLE

	PROPOSED JOINT OWNED POLE WITH FOREIGN AFFILIATE AND CABLE TRAILING
	PROPOSED CABLE TRAILING
	PROPOSED CABLE ATTACHED TO TOWER OR JUNCTION BOX WITH FOREIGN AFFILIATE
	PROPOSED CUSTOMER OWNED POLE
	EXISTING POLE MOUNTED TRANSDUCER
	EXISTING P.O.D. MOUNTED TRANSDUCER
	EXISTING P.O.D. MOUNTED SYMPOLOGICAL
	EXISTING P.O.D. MOUNTED ATO SYMPOLOGICAL
	EXISTING SIGN-ARMED SECONDARY TRANSMISSION
	EXISTING SIGN-ARMED CABLE PROTECTION BOX
	EXISTING SIGN-ARMED PERMANENT CABLE SPLICER BOX
	EXISTING ANTENNAE FACILITIES
	EXISTING POLE AND/OR GUY ATTACHMENT
	PROPOSED POLE MOUNTED TRANSDUCER
	PROPOSED P.O.D. MOUNTED TRANSDUCER
	PROPOSED P.O.D. MOUNTED SYMPOLOGICAL
	PROPOSED P.O.D. MOUNTED ATO SYMPOLOGICAL
	PROPOSED SIGN-ARMED SECONDARY TRANSMISSION
	PROPOSED SIGN-ARMED CABLE PROTECTION BOX

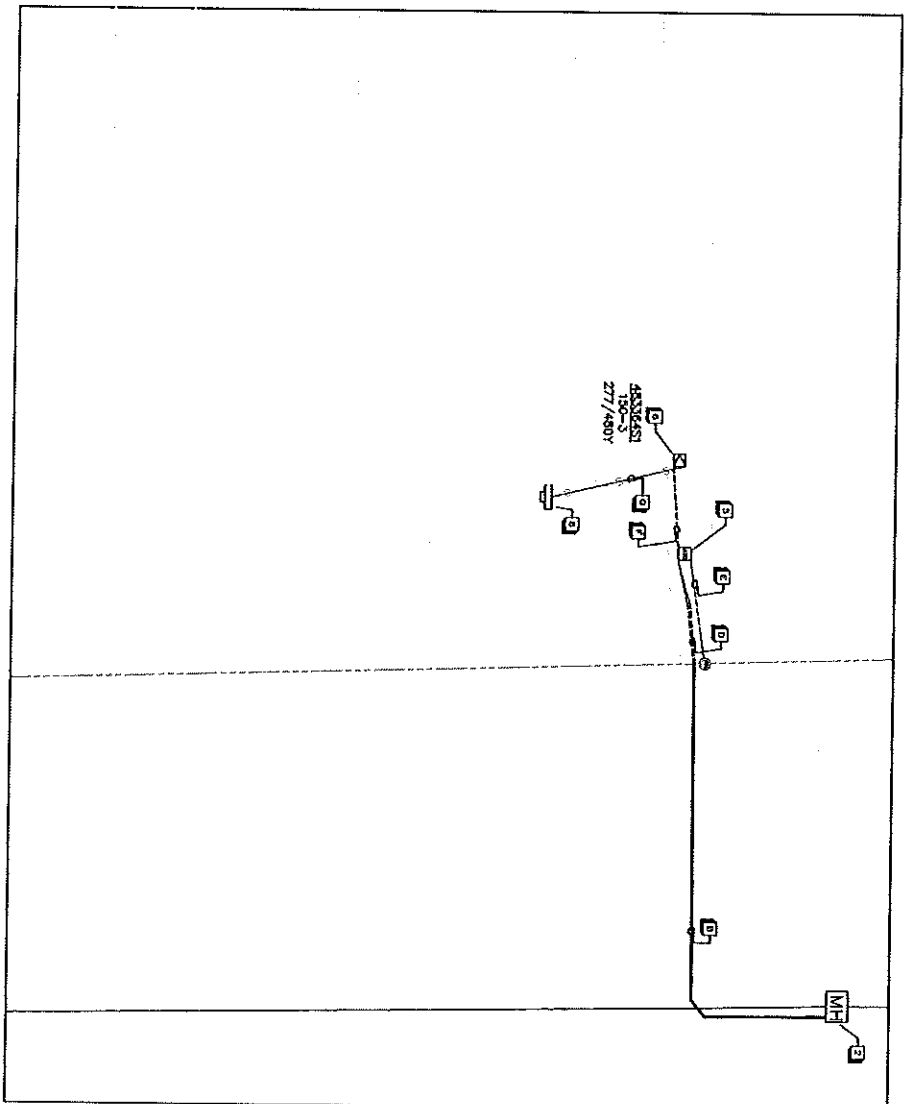
ITEM	INSTANT ANNOTATE
	PROPOSED MESSAGING FACILITIES
	PROPOSED POLE ANCHOR GUY ATTACHMENT
	PROPOSED TELEPHONE RING OFFICE PIT EXCAVATION
	REMOVAL SIGNAL
	CABLE / CONDUIT / WIRE NOTATION SYMBOL ROUTING / WORK AREA NOTATION SYMBOL
	ONE PLASK OVERHEAD WIRE
	TWO PLASK OVERHEAD WIRE
	THREE PLASK OVERHEAD WIRE
	ONE PLASK DIRECT BORED CABLE
	TWO PLASK DIRECT BORED CABLE
	THREE PLASK DIRECT BORED CABLE
	CUSTOMER OWNED / INSTALLED CONDUIT
	CONDUIT OWNED / INSTALLED CABLE
	SECONDARY CABLE / WIRE

PAGE 1 OF 8



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

- 2** EXISTING COMED MANHOLE.
- 5** EXISTING LIVE FRONT ATO SWITCHGEAR. (2) FEEDER BAYS. (1) BAY TO TRANSFORMER# 483364S1. (1) SPARE BAY.
- 6** 150 KVA, 277/480Y RADIAL PAD MOUNTED TRANSFORMER.
- 8** 800 AMP CT RATED SERVICE METER# 230-336-178.
- B** COMED OWNED/MAINTAINED - (2) CONDUITS FROM ATO TO MANHOLE.
- D** COMED OWNED/MAINTAINED - ATO/FACILITY FEEDER #1.
- E** COMED OWNED/MAINTAINED - ATO/FACILITY FEEDER #2.
- F** COMED OWNED/MAINTAINED - DIRECT BURIED PRIMARY CABLE.
- G** CUSTOMER OWNED/MAINTAINED - SECONDARY CABLE AND CONDUIT FROM TRANSFORMER 483364S1 TO METER.



NO SCALE

EXISTING CONDITIONS



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

COMED RESPONSIBILITIES:

- 1 COMED TO INSTALL A 4 BAY MANUAL SWITCHGEAR.

NOTE: AN INSTALLATION OF A COMED SWITCHGEAR WOULD CORRECT A RELIABILITY ISSUE THAT WAS DISCOVERED DURING THIS PROJECT ENGINEERING. CURRENTLY, THE ON PROPERTY ATO IS CONSTRUCTED WITH A NON-SYSTEM STANDARD 3RD MAIN STEEL PRIMARY CABLE IN ONE OF THE BAYS. IN THE EVENT OF AN ISSUE WITH THE ATO, A CREW WOULD NOT BE ABLE TO MAKE REPAIRS ON-SITE WITHOUT THE ASSISTANCE OF A SPECIALIZED OPERATOR.

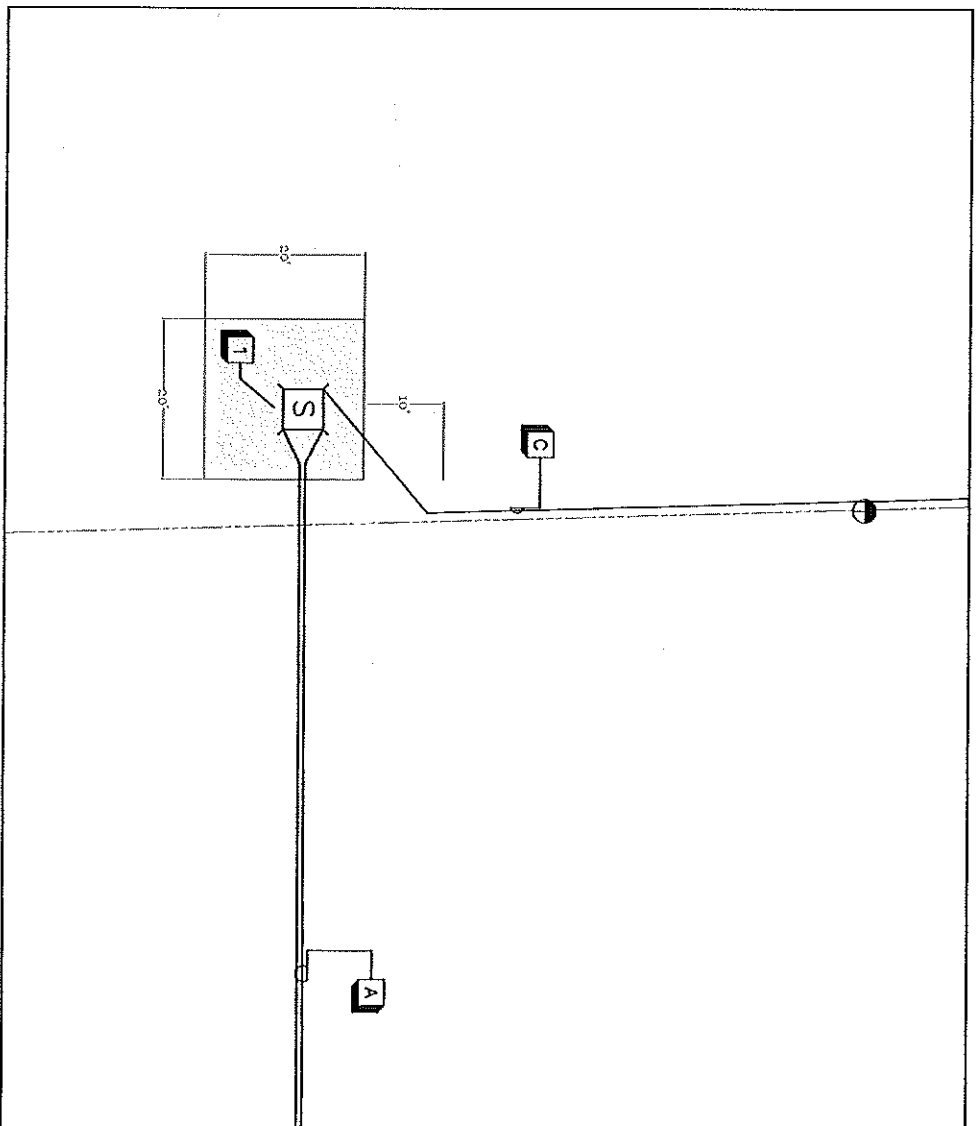
IN THE EVENT OF AN ISSUE DOWNSTREAM OF THE ATO, THE FACILITY WOULD POSSIBLY REQUIRE TO DE-ENERGIZE ONE OF THE TWO FEEDERS UNTIL REPAIRS WERE MADE.

THE INSTALLATION OF A NEW SWITCHGEAR WOULD ALLOW MORE FLEXIBILITY FOR SWITCHING AND A MORE RELIABLE SERVICE FOR BOTH THIS FACILITY AND THE SURROUNDING COMMUNITY.

- A COMED TO DIRECTIONAL BORE (2) 6" CONDUITS FROM PROPOSED SWITCHGEAR NORTH TO EXISTING CABLE. COMED TO PULL NEW CABLE FROM SWITCHGEAR TO MANHOLE.
- C COMED TO DIRECTIONAL BORE (1) 6" CONDUITS FROM PROPOSED SWITCHGEAR NORTH TO FACILITY ATO.

CUSTOMER RESPONSIBILITIES:

- 1 CUSTOMER TO PROVIDE A 20'X20' UTILITY EASEMENT FOR COMED SWITCHGEAR LOCATION.
- A CUSTOMER TO CREATE AN EASEMENT EXHIBIT AND LEGAL DESCRIPTION DEPICTING PROPOSED EASEMENT LOCATION, COMED REAL ESTATE AND CUSTOMER TO COORDINATE EXECUTING PROPOSED EASEMENT.
- C CUSTOMER TO PROVIDE COMED WITH DEPTH AND FINAL GRADE PRIOR TO DIRECTIONAL BORE.



LOCATION PLAN FOR
PROPOSED EASEMENT
APPROVED BY:

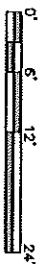
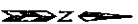
X

CUSTOMER

DATE

COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT
BY DEVIN GLOVER 9/03/2025
ENGINEER DATE

TELEPHONE 847-921-7767



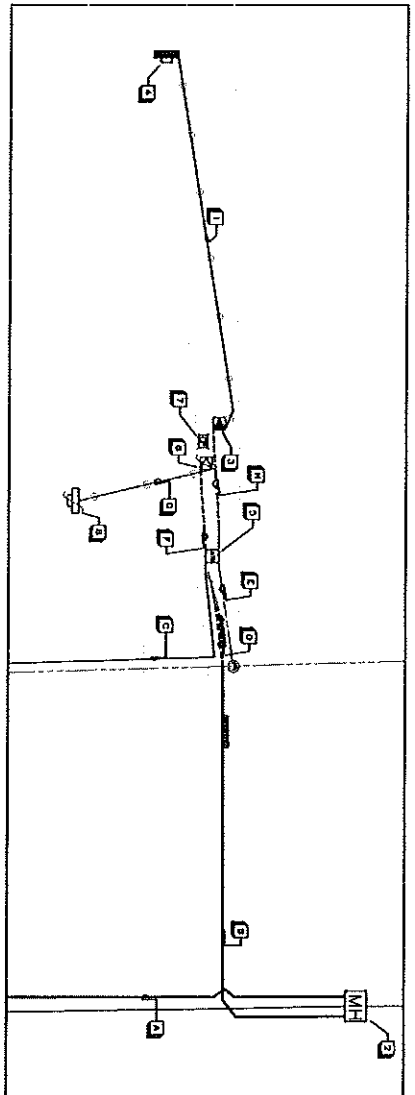
PROPOSED SCOPE



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

COMED RESPONSIBILITIES:

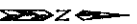
- 2** COMED TO BREAKOUT NEW CONDUIT KNOCK CUTS IN MANHOLE. REMOVE EXISTING JOINTS AND CREATE NEW JOINTS.
- 3** COMED TO INSTALL A 750KVA 277/480V RADIAL PAD MOUNTED TRANSFORMER ON CUSTOMER PAD. COMED TO TERMINATE CUSTOMER SECONDARY.
- 4** COMED TO DROP OFF CTS FOR CUSTOMER TO BOLT INSIDE CT CABINET. COMED TO RETURN TO WIRE CTS AND INSTALL NEW METER.
- 5** COMED TO REDO AND MAKE NEW TERMINATIONS INSIDE EXISTING ATO.
- 6** COMED TO REMOVE EXISTING TRANSFORMER 483364SI FROM CUSTOMER PAD.
- 7** COMED TO INSTALL CABLE PROTECTION BOX AT END OF CABLE FOR FUTURE.
- 8** COMED TO REMOVE OR PICK UP EXISTING CTS AND METER.
- A** COMED TO DIRECTIONAL BORE (2) 6" CONDUITS FROM PROPOSED SWITCHGEAR ACROSS GAYLORD RD AND THEN NORTH TO EXISTING MANHOLE. COMED TO PULL NEW CABLE FROM SWITCHGEAR TO MANHOLE.
- B** COMED TO REMOVE CABLE AND ABANDON CONDUIT AFTER CUTOVER.
- C** COMED TO DIRECTIONAL BORE (1) 6" CONDUITS FROM PROPOSED SWITCHGEAR NORTH ALONG ROW TO EXISTING ATO.
- D** COMED TO CUT ENDS OF CABLE. IF POSSIBLE, CABLE WILL BE REMOVE. OTHERWISE, CABLE TO BE ABANDONED.
- E** CABLE FROM POLE TO BE UNTOUCHED AND REUSED.
- F** COMED TO LEAVE PRIMARY CABLE IN CONDUIT AFTER TRANSFORMER# 483364SI IS REMOVED.



- H** COMED TO INSTALL NEW PRIMARY CABLE THROUGH CUSTOMER INSTALLED CONDUIT.

CUSTOMER RESPONSIBILITIES:

- 3** CUSTOMER TO INSTALL TRANSFORMER PAD GS286.L.
- 4** CUSTOMER TO INSTALL 480V 3 PHASE - 3 WIRE 2000AMP SWITCHBOARD. CUSTOMER TO BOLT CTS IN EQUIPMENT AFTER COMED DROPS CTS OFF.
- 8** CUSTOMER TO REMOVE METER FITTING AND SWITCHBOARD.
- G** CUSTOMER TO INSTALL (1) 4" PVC CONDUIT FROM PROPOSED TRANSFORMER PAD TO BASE OF ATO.
- H** CUSTOMER TO REMOVE SECONDARY CONDUIT AND CABLE.

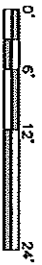
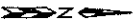
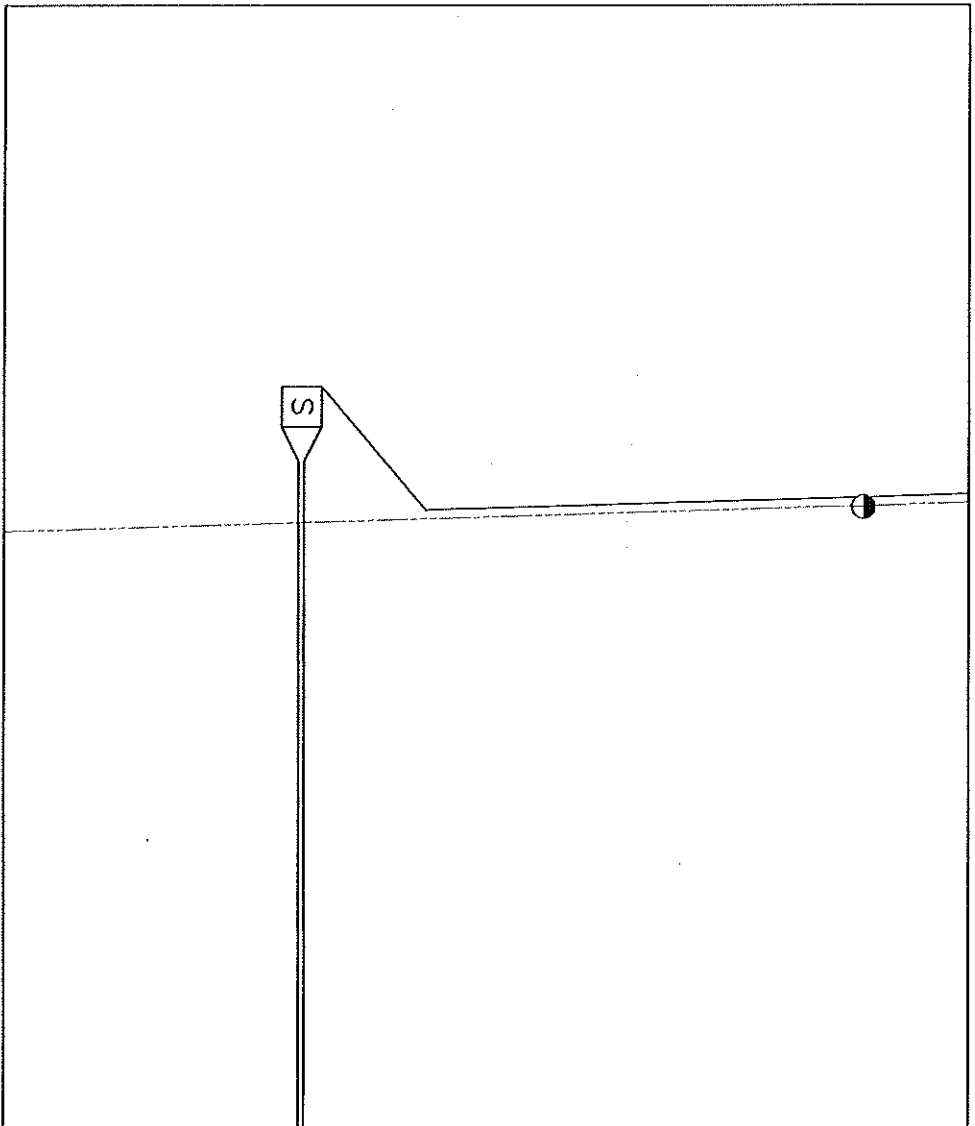


NO SCALE
PROPOSED SCOPE



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AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469



FINAL CONDITIONS



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

THIS INFORMATION IS FOR THE ELECTRICAL CONTRACTOR AND/OR ARCHITECT
FOR City Of Crest Hill
COMED ACCOUNT NUMBER 6630645000 FOR A PROPOSED CONNECTED
LOAD OF 85 K.W. SINGLE PHASE AND 82.6 K.W. THREE PHASE AND
91.3 H.P. PROPOSED SERVICE SIZE IS 2000 AMPS RATED 100 X
ESTIMATED TOTAL UNBALANCED LOAD OF 376 K.W.
FOR CLASS OF BUSINESS COMMERCIAL SERVICE VOLTAGE 207/120V 3-WIRE
PROPOSED SECONDARY CABLE IS 5 SETS OF 600 CU IN 4"
CONDUIT.

THE ELECTRICAL CONTRACTOR SHOULD SECURE THE APPROVAL OF THE APPROPRIATE AUTHORITY AND MUST CONFORM TO COMMONWEALTH EDISON COMPANY'S BOOK OF INFORMATION AND REQUIREMENTS FOR THE SERVICE OF ELECTRICAL SERVICES. THE LOCATION IS CONTINGENT UPON THERE BEING NO OBJECTION TO THE PROPOSED SERVICE LOCATION. THE SERVICE LOCATION IS NOT TO BE CHANGED WITHOUT THE WRITTEN APPROVAL OF COMMONWEALTH EDISON COMPANY. THE LOAD MAY REQUIRE CHANGE IN LOCATION. THE CONTRACTOR'S UNDERGROUND CONDUIT SHOULD NOT BE INSTALLED IN ADVANCE OF COMED'S CONDUIT. APPROVAL OF THIS EXTENSION WILL CONSTITUTE CUSTOMER'S APPROVAL OF SERVICE LOCATION AS SHOWN BELOW.

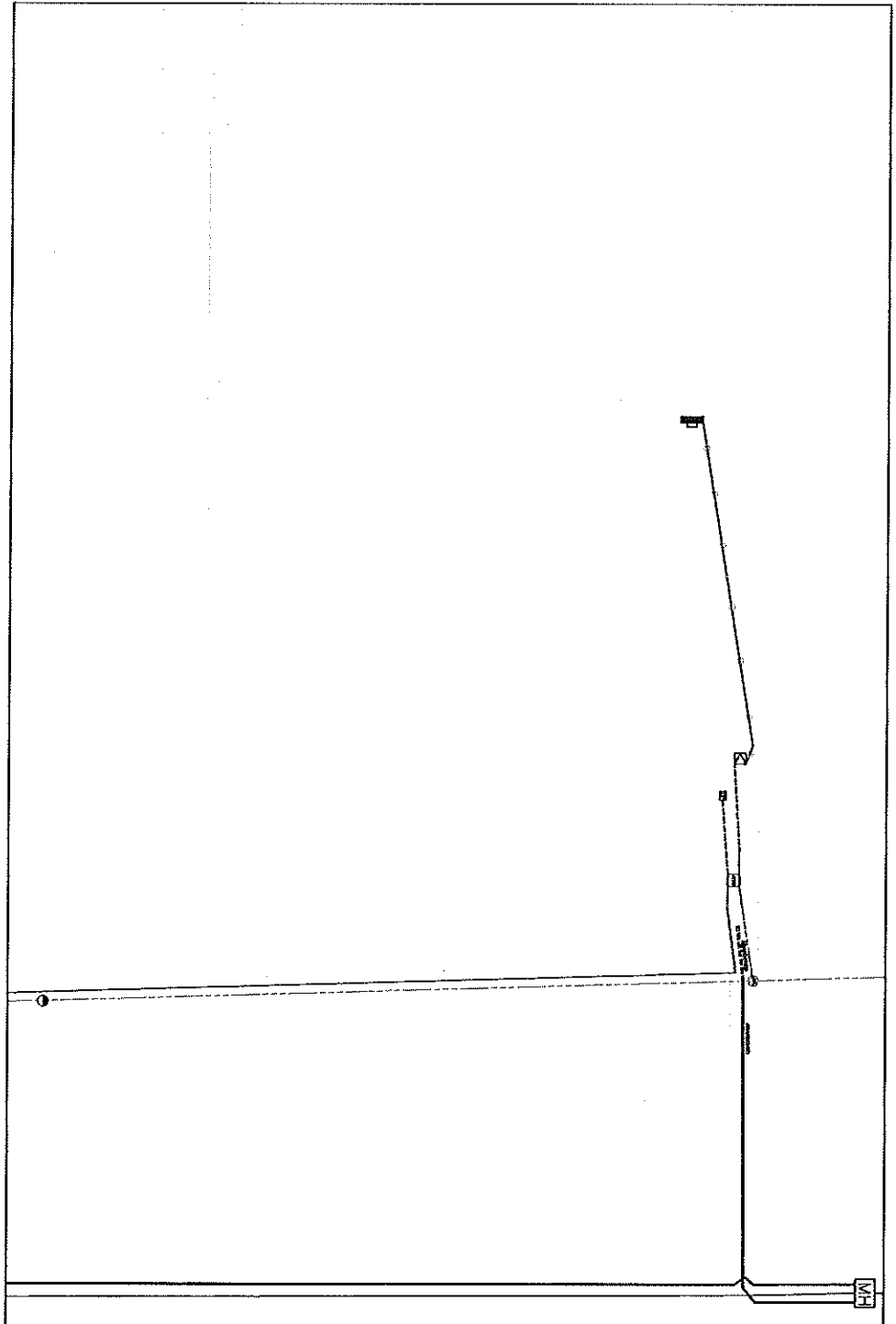
SHORT CIRCUIT CURRENT

THE SHORT CIRCUIT CURRENT WHICH CAN BE DELIVERED FROM COMMONWEALTH EDISON COMPANY'S SYSTEM, CALCULATED AT THE FIRST POINT OF CONNECTION BETWEEN EDISON-OWNED FACILITIES AND THOSE OF City Of Crest Hill SUCH

POINT(S) BEING SITUATED AT 1631 Gaylord Rd
IS 24,670 AMPERES SYMMETRICAL RMS.

3 PHASE AT 480 VOLTS.

THE ELECTRICAL CHARACTERISTICS OF THE CIRCUITS USED IN THE EXTENDING FROM THE AFOREMENTIONED POINT(S) AND THOSE OF YOUR ROTATING EQUIPMENT WILL AFFECT THE SHORT CIRCUIT DUTY IMPOSED ON YOUR ELECTRICAL FACILITIES. WE SUGGEST THAT THIS INFORMATION BE CONVEYED TO THE DESIGNER OF YOUR ELECTRICAL SYSTEM TO ENABLE HIM/HER TO SPECIFY AN ADEQUATE AND ECONOMICAL INSTALLATION.



LOCATION PLAN FOR
ELECTRICAL FACILITIES
APPROVED BY:

X
CUSTOMER DATE

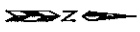
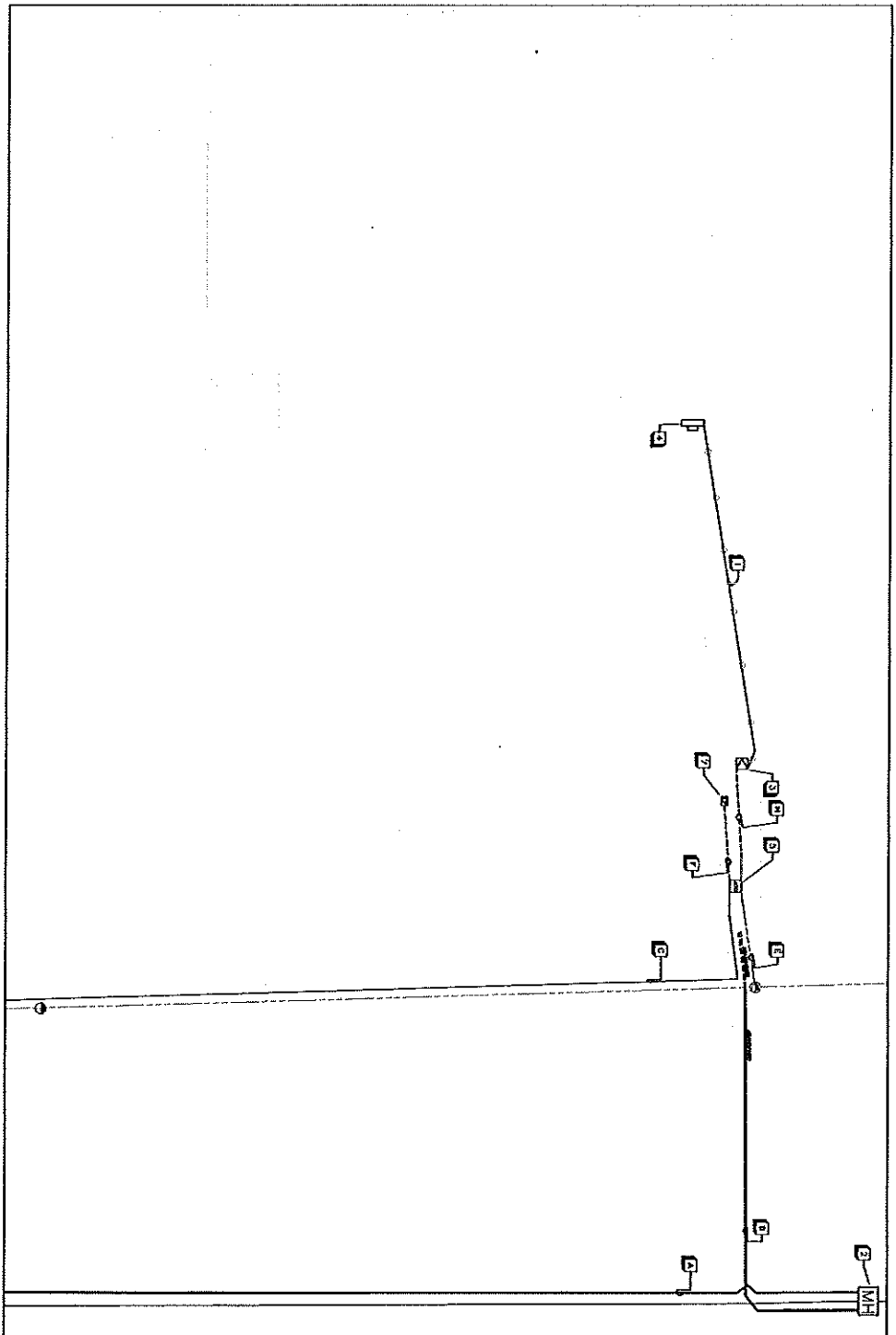
COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT
BY DEVIN GLOVER 9/03/2025
ENGINEER DATE
TELEPHONE 847-921-7767
NO SCALE
FINAL CONDITIONS
PAGE 6 OF 8



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

COMED OWNS AND MAINTAINS:

- 2 MANHOLE, JOINTS, AND CABLES WITHIN THE MANHOLE.
- 3 TRANSFORMER# 483564E7 AND CABLE TERMINATIONS.
- 4 CTS AND METER.
- 5 ATO SWITCHGEAR AND CABLE TERMINATIONS.
- 7 CABLE PROTECTION BOX.
- A DIRECTIONAL BORED CONDUIT AND PRIMARY CABLE.
- B DIRECTIONAL BORED CONDUIT AND PRIMARY CABLE.
- C DIRECTIONAL BORED CONDUIT AND PRIMARY CABLE.
- E DIRECT BURIED PRIMARY CABLE.
- F DIRECT BURIED PRIMARY CABLE.
- H PRIMARY CABLE WITHIN CUSTOMER CONDUIT.



NO SCALE

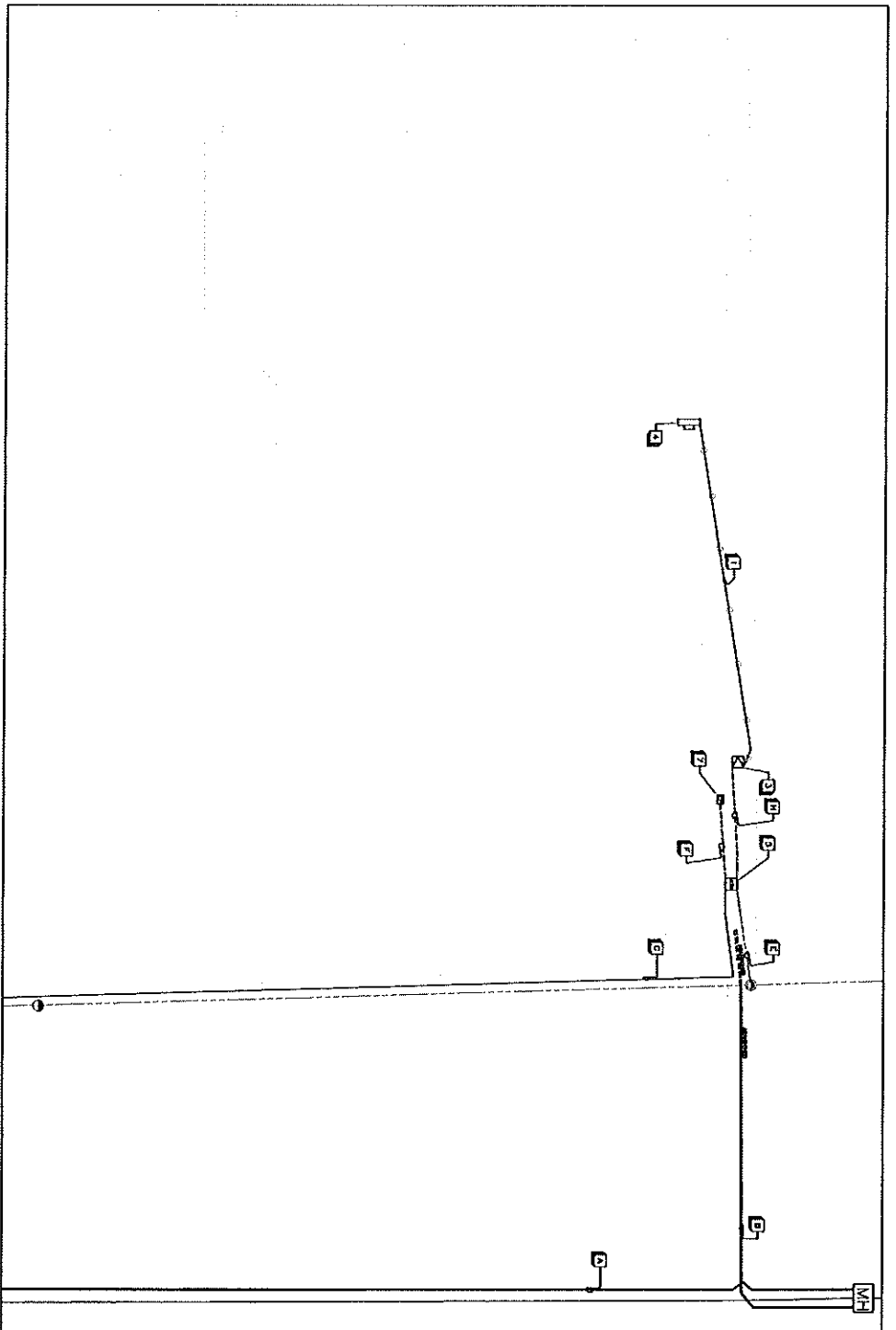
EXHIBIT A



AN EXELON COMPANY
Service Entrance Location Sketch
1631 Gaylord Rd, Crest Hill, IL 60403
SER# SJ250469

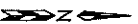
CUSTOMER OWNS AND MAINTAINS:

- ☐ 3 TRANSFORMER PAD FOUNDATION.
- ☐ 4 METER FITTING AND CABINET.
- ☐ 5 ATO SWITCHGEAR PAD FOUNDATION.
- ☐ 7 TRANSFORMER PAD FOUNDATION.
- ☐ H PRIMARY CONDUIT.
- ☐ F PRIMARY CONDUIT.
- ☐ I SECONDARY CONDUIT AND CABLE.



LOCATION PLAN FOR
ELECTRICAL FACILITIES
APPROVED BY:

X
CUSTOMER _____ DATE _____



NO SCALE

EXHIBIT A

COMMONWEALTH EDISON COMPANY
NEW BUSINESS ENGINEERING DEPARTMENT
BY DEVIN GLOVER 9/03/2025
ENGINEER DATE
TELEPHONE 847-921-7767

JOLIET OFFICE
1910 SOUTH BRIGGS STREET
JOLIET, ILLINOIS 60433
847-921-7767



CITY OF CRESTHILL
20600 CITY CENTER BLVD
CREST HILL, IL 60403

Date: 09/03/2025

Dear CITY OF CRESTHILL,

Enclosed are the documents related to the supply of electricity at **1631 GAYLORD RD, CRESTHILL, ILLINOIS**. Please sign all copies of the enclosed documents and two copies of the Service Entrance Location Sketch. The third copy of the sketch is for your use during Construction. Return the signed documents and sketches and payment of **\$0.00** to my attention.

If this contract is not returned within 30 days, it will be cancelled.

Upon receipt of your payment and signed copies, Commonwealth Edison will begin to schedule any necessary service work. An authorized copy of each document will be returned to you for your files.

You may make payments on the ComEd website or by phone.

By Internet go to: <https://www.comed.com/MyAccount/MyBillUsage/Pages/PayMyBill.aspx>

(for payments of \$5,000 or less for Credit/Debit)

(for non-business payments of \$100,000 or less for eCheck)

(for business payments of \$500,000 or less for eCheck)

Or

By Customer Service Representatives (English & Spanish)

1-800-334-7661 (for payments of \$5,000 or less for Credit/Debit)

1-800-588-9477 (for non-business payments of \$100,000 or less for eCheck)

1-877-426-6331 (for business payments of \$500,000 or less for eCheck)

If you have any questions concerning this contract please contact your Field Representative.

Enclosures

Sincerely,

DEVIN GLOVER
ENGINEER DESIGN TECH
847-921-7767

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 483364

ESS: YES

SER#: SJ250469

Rev.: 00

CITY OF CRESTHILL (the "Customer") hereby acknowledges the terms and conditions under which Commonwealth Edison Company (the "Company" or "ComEd") is providing electric facilities and equipment to serve the Customer's premises located at **1631 GAYLORD RD, CRESTHILL** ("Premises").

1. Preamble.

The Company will furnish, install, own and maintain, and the Customer will pay the Company for, the electric facilities and equipment described herein pursuant to the terms and conditions set forth herein and in accordance with the terms of the Company's Rate RDS - Retail Delivery Service ("Rate RDS"), Rider NS - Nonstandard Services and Facilities ("Rider NS"), Rider ML - Meter-Related Facilities Lease ("Rider ML"), Rider ZSS - Zero Standard Service ("Rider ZSS") as applicable, and with the General Terms and Conditions ("GTC") stated in the Company's Schedule of Rates, as they may be amended from time to time. In the event of any conflict between the terms of this Acknowledgement and the terms of the Company's tariff, the latter will prevail.

2. Service Points.

The Customer is to receive delivery of electric power and energy at the Premises from the Company at an estimated total maximum demand of **376 kilowatts ("kW")** ("Maximum Kilowatts Delivered" or "MKD") at the following location(s) (as shown on Exhibit A attached hereto) and in the following amounts and approximate voltages during the Retail Peak Period, as defined in GTC.

Loc. 001 est. demand 376 kW, metering voltage approx. 277/480Y volts, 3 phase, 4 wire

3. Charges: Rental.

- a. The Company will furnish, install, own and maintain, under the terms and conditions set forth below and in accordance with the terms of the Company's Rider NS and Rider ML, the facilities and equipment listed in the Facilities Rental Service and Meter Lease Service attachments to this Acknowledgement. The facilities and equipment listed in such attachments, together with any conductors, cables, supports and related equipment installed by the Company, and any replacements or adjustments thereof, are hereinafter called the "Facilities". Such Facilities are or may be located on the Premises.
- b.
 - (i) The Customer's estimated maximum demand during Retail Peak Periods set forth above is used to determine the service facilities that are available to the Customer as a standard installation under the applicable tariffs. The estimate of the Customer's MKD set forth in Section 2 above is based upon information provided to the Company by the Customer and the Customer agrees that this estimate is representative of the Customer's expected operation, demand and consumption. Load defined as "Zero Standard Portion" under Rider ZSS is not included in the determination of the estimated maximum demand shown above because a standard installation is not provided for the Zero Standard Portion of load.
 - (ii) Such standard service facilities are subject to change from time to time based upon the Customer's actual MKD in accordance with the provisions of the Company's Rate RDS, Rider NS and GTC, or their successors. If the Customer's actual MKD is less than the amount of kW set forth in Section 2 above, the Company may remove, replace, or adjust the Facilities at the Customer's expense so as to provide the Customer the standard installation facilities as provided in Rider NS or to adjust the rental as provided in Section 3(c).

(iii) If the Customer desires to add load beyond the levels set forth above in Section 2 or to increase capacity at an individual point of service, the Customer shall notify the Company, in writing, adequately in advance of adding such load or increasing such capacity so that the Company may modify its facilities as determined by the Company.

- c. The initial monthly rental specified in the Facilities Rental Service attachment is based on the Company's standard rental charges applicable on the date the Facilities were installed or last revised and is subject to change as provided herein or in Rider NS.
- d. The monthly rental charges for the Facilities are in addition to all other charges under (i) other applicable tariff provisions and (ii) any additional charges imposed by the Company on account of special installation requests or requirements or requests by the Customer for maintenance beyond the level set forth in Section 5(c).
- e. The Customer shall pay all taxes applicable to the Company's provision of the Facilities and other services to the Customer (including without limitation all applicable federal, state, regulatory, municipal and other taxes with respect to customer charges and rentals).

4. Ownership; Access; Other Company Rights.

- a. The Facilities will remain the sole and exclusive property of the Company. The Company may, in its sole discretion, affix to the Facilities (or any parts thereof) labels or other markings indicating the Company's ownership of the Facilities. The Customer does not acquire any interest in the Facilities (or any parts or components thereof). Use by the Customer of the Facilities does not divest the Company of its exclusive rights to such ownership, use and possession. The Customer will, upon the request of the Company from time to time, execute and deliver to the Company all documents reasonably necessary or advisable to confirm, perfect or evidence any rights of the Company in and to the Facilities.
- b. The Company and its representatives will have free access to the Premises at all reasonable times (and immediately at any time if an emergency exists) for the purposes of inspecting, protecting, installing, operating, maintaining, repairing, altering, replacing, relocating or removing any of the Facilities. ComEd has the right to install facilities on the Customer's property to provide electric service to the Customer and to other users of the Facilities. The Company may, in its sole discretion, replace, remove or alter any part of the Facilities, add or remove portions or components of the Facilities or revise any procedures with respect to the Facilities. Any such replacements, substantial alterations, or additions of or to the Facilities will belong to and be property of the Company and shall be a part of the Facilities.
- c. Such inspection, protection, installation, operation, maintenance, repair, alteration, replacement, relocation and removal will be in accordance with, and at the time(s) and at the standards prescribed by, the Company's standard practices and procedures for the types or classes of each of the Facilities. If the Customer requests maintenance beyond this level, the Company may impose an additional charge for such additional maintenance.

5. Customer Responsibilities.

- a. The Customer will not move, remove, modify, alter, adjust or change in any way the Facilities or any part thereof without first obtaining the written consent of the Company, except to protect the Premises or any person from damage or injury during any emergency or except and to the extent provided in a separate written agreement. Except to the extent set forth in the prior sentence, the Customer will not permit anyone other than the Company, or the Company's respective representatives, agents or subcontractors to effect any inspection, adjustment, preventative or remedial maintenance, repair, overhaul, replacement or removal of the Facilities.

b. The Customer shall at its sole cost and expense:

- (i) provide to the Company such working space within a reasonable distance of the Facilities as specified by the Company and take such other steps as are necessary to allow the installation, construction, maintenance, repair, alteration, replacement and removal of the Facilities to be readily and efficiently performed;
- (ii) keep the Facilities on the Premises free from any over-building or other obstruction that might create an unsafe condition or that might interfere with the Company's ability to install, operate, maintain, repair, alter, replace or remove the Facilities;
- (iii) provide and maintain in a good, safe and proper state of repair, the Premises and all other property furnished by the Customer in connection with the Facilities;
- (iv) furnish, install and maintain the wiring, supports, and other appurtenances, as specified by the Company, necessary for the Facilities;
- (v) if the installation of the Facilities includes or requires a vault or ground-type installation, furnish and maintain the enclosure, foundation, fill, required ventilation, and similar facilities in accordance with the Company's specifications, standards, rules and regulations;
- (vi) make use of the Facilities in accordance with the Company's specified practices and procedures and protect the Facilities from harm, theft or misuse and deterioration (except for reasonable wear and tear resulting only from proper use thereof); and
- (vii) notify the Company by telephone promptly after the Customer first has knowledge of (i) any malfunction in operation of the Facilities; (ii) any interruption or alteration of electricity delivery to the Premises; (iii) any alteration or modification in the Facilities or its operation which is not initiated by Company, and (iv) any emergency or dangerous condition affecting the Facilities.

- c. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of any employee or other agent of the Customer, the Customer shall be obliged to reimburse the Company promptly for the Company's customary time and materials costs of the maintenance, repair and replacement of the Facilities. If any part of the Facilities is lost, stolen, condemned, confiscated, damaged, destroyed, or needs maintenance, repairs or replacement due to an act, error, omission, breach, negligence or willful misconduct of one or more employees or other agents of both the Company and the Customer, the Company shall repair or replace such part of the Facilities, and the cost of any such repair or replacement shall be shared by the Customer and the Company in proportion to their respective degrees of fault.

6. Removal.

Upon termination of the provision of service to the Customer, the Company at its option may, and upon the Customer's request the Company will, remove all or any part of the Facilities. The Customer will bear the cost and expense of such removal.

7. Relocation.

If relocation of all or any part of the Facilities is requested by the Customer or there is a change in the Customer's operation or construction, which in the judgment of the Company, makes such relocation necessary or advisable, the Company will move such facilities at the Customer's expense to a location on or adjacent to the Premises mutually acceptable to the Company and the Customer.

8. Miscellaneous.

- a. The listing of the Required or Requested Facilities in the Facilities Rental Service attachment and the

monthly rental may be modified from time to time upon oral or written notification to the customer (and the removal or installation of any such Facilities shall constitute prima facie evidence of such notification).

- b. The Company may adjust the Facilities or the monthly rental if the Customer's actual MKD is more or less than the level set forth in Section 2 above.
- c. The Company may adjust the monthly rental as provided in Section 3(c)/4(g) and in the Facilities Rental Service attachment.

9. Safety.

Be advised that safety on the job site is the responsibility of the Customer and Customer's contractor. The Occupational Safety and Health Administration (OSHA) requires a specific clearance when working near energized primary electric lines. Consider all electric wires to be energized and non-insulated. Workers may be electrocuted or seriously injured by contact with the power lines or while working in close proximity to those lines. All workers and equipment must maintain a safe distance from the power lines at all times. The Customer or Customer's contractor should not commence work near ComEd's lines until such time that temporary protective measures have been taken to guard against danger of incidental contact. Consult OSHA guidelines for more specific information when working near or around energized electrical equipment. (See www.osha.gov <<http://www.osha.gov>>.) Contact 1-800-EDISON-1 for questions concerning working in proximity to ComEd electrical facilities.

Clearance of electrical equipment from permanent structures is governed by the National Electrical Safety Code (NESC). Reference the National Electrical Safety Code for specific information.

ComEd is very concerned about the safety of its customers and others working around its facilities. Compliance with OSHA and the NESC is a requirement. Please ensure that the activities undertaken by the Customer or Customer's contractor include the safe work practice of maintaining the required working clearances and required vertical and horizontal clearances from permanent structures.

The undersigned Customer acknowledges he/she has read the foregoing safety statement and agrees to comply with all state, federal and local safety requirements and shall require any contractor working in proximity to ComEd equipment to acknowledge and agree to same.

10. Customer/Owner Acknowledgement.

The undersigned Customer acknowledges the terms noted herein. In case the Customer is not owner of the Premises, the undersigned property owner hereby acknowledges and agrees to the terms noted herein.

Account Number: 6630645000
SER No.: SJ250469
Work Task Number: 1979996401

FOR THE CUSTOMER:

Customer Name

Accepted By Signature

Print Name

Official Capacity or Title

Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: SJ250469

The Company hereby agrees to furnish and maintain hereunder facilities which the Company provides on a rental basis, for which the Customer agrees to pay a monthly rental of **\$321.42** as described below:

1. Required Transformer Facilities:

Transformer Number: 483364E7 @ 277/480Y

1 - 750 KVA-COMP RADIAL TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 223.87 (KPN530750)	\$223.87
3 - 15 KV - INTERMEDIATE CLASS ARRESTER @ 0.56 (2B2)	\$1.68
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.41 (1A3)	\$1.23
Total	\$226.78

2. Standard Transformer Facilities:

1 - 750 KVA-COMP RADIAL TRANS, 12470-277/480 VOLTS, PAD MOUNT @ 223.87 (KPN530750)	\$223.87
3 - 15 KV - INTERMEDIATE CLASS ARRESTER @ 0.56 (2B2)	\$1.68
3 - 15KV - 100 AMPERES, CUTOUT, OPEN TYPE @ 0.41 (1A3)	\$1.23
Total	\$226.78

3. Additional Required Facilities:

1 - 3PH 600A AUTO THROWOVER, 2-LINE, 2-FUSE BAYS @ 321.42 (B2A6)	\$321.42
Total	\$321.42

4. Additional Standard Facilities:

Total	\$0.00
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5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

\$0.00

(item 1 minus item 2, minus item 5)

NOTE: if this value is less than zero, this line item will be changed to zero

7. Monthly Switchgear Rental:

\$321.42

(item 3 - item 4)

NOTE: if this value is less than zero, this line item will be changed to zero

8. Capacitor Facilities:

\$0.00

0 @ \$0.20

9. Total Monthly Rental:

\$321.42

(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.

The monthly rental specified is based on the Company's standard rental charges applicable on the date hereof and is subject to change. The actual rental charges shall be those in effect at the time of the installation of the facilities; and whenever there is a change in facilities which require a different rental payment, the rental charge for all facilities of the same class will be based on charges in effect at that time. The monthly rental is in addition to all other charges under the contract to which this rider applies.

Customer Name: CITY OF CRESTHILL

Address: 1631 GAYLORD RD, CRESTHILL

Dated: 09/03/2025

**PROPOSAL
WORKSHEET SUMMARY**

Project: CITY OF CREST HILL - WEST SEWAGE TREATMENT PLANT IMPROVEMENTS

Change Order Request #: 043

To: Strand Associates, Inc.
Dominic Gattone, PE

Date: 8/15/2025
A/E Project #: IDFPR No. 184-001273
VCC Project #: 11108.00

WORK DESCRIPTION
Per CPR043 Rev1 - Provide a per day cost for onsite power generation to accommodate the anticipated ComEd switchover work.

Line No	Cost Description	Labor Amt	Material Amt	Equip & Other Amt	Sub-Contractor Amt	Sub-Total
1	Connelly Electric - See Attached & Note below				\$ 126,093.00	\$ 126,093.00
2	INCLUDES LABOR FOR INSTALL, REROUTING & REMOVAL ONLY					\$ -
3	DOES NOT INCLUDE LABOR FOR MONITORING GENERATOR ON A 24/7 BASIS, AS AN ATS IS BEING PROVIDED					\$ -
4						\$ -
5						\$ -
6						\$ -
7						\$ -
8						\$ -
9						\$ -
10						\$ -
11						\$ -
12						\$ -
13						\$ -
14						\$ -
15						\$ -
16						\$ -
17						\$ -
18						\$ -
19						\$ -
20						\$ -
21						\$ -
22						\$ -
23						\$ -
24						\$ -
25						\$ -
Sub-Total		\$ -	\$ -	\$ -	\$ 126,093.00	\$ 126,093.00

ACCEPTANCE OF PROPOSAL (OWNER): City of Crest Hill


Name/Title: Julius Hansen, Interim Public Works Director
Signature: _____
Date: _____

Contractor's Net: \$ -
Sub-Contractor's Net: \$ 126,093.00
Net Subtotal: \$ 126,093.00
Contractor's Fee: (15% on Own Work, 5% on Subs, & 0% on Credits): \$ 6,304.65
Sub-Total: \$ 132,397.65
Bonds & Insurance - 1%: \$ 1,323.98
Worksheet Total: \$ 133,722.00

ACCEPTANCE OF PROPOSAL (A/E): Strand Associates, Inc.

Name/Title: Dominic Gattone, PE
Signature: _____
Date: _____

ACCEPTANCE OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO

Name/Title: Tony Marzetta, Project Manager
Signature: 
Date: August 15, 2025



40 S. Addison Rd.
Addison, IL 60101

CHANGE NOTICE

Item 7.

Connelly CCN # 20
Field Ticket # GeneratorRental
Date: 8/12/2025
Project Name: Crest Hill WWTP - West Sewage Treatment Plant
Project Number: 22-0686
Page Number: 1

Client Address:

Vissering Construction

1631 Gaylord Rd.
Crest Hill, IL 60403
Telephone: 815.673.5511
Contact: Tony Marazetta

Work Description

This quote covers direct costs only and we reserve the right to claim for impact and consequential costs.
This price is good for acceptance within **10** days from the date of receipt.

We will supply and install all materials, labor, and equipment as per your instructions on **Connelly CCN # 20**.

Description: Generator Rental

Summary

MATERIAL

General Materials

99,647.92

Material Total

99,647.92

General Foreman (32.00 Hrs @ \$138.98)
Truck (32.00 Hrs @ \$31.57)
Journeyman (32.00 Hrs @ \$127.07)
Overhead (@ 10.000 %)
Markup (@ 5.000 %)

4,447.36
1,010.24
4,066.24
10,917.18
6,004.45

Subtotal

126,093.39

Final Amount

\$126,093.39



EQUIPMENT RENTAL AGREEMENT

Item 7.

444 RANDY ROAD • CAROL STREAM • IL 60188-2120
(630) 462-7770 • 1-800-436-7697 • (630) 462-7444 fax

Contract #:

Date: 8/12/2025

Lessee Purchase Order No.

This Agreement made and entered into on date shown above, by and between Gen Power Inc. (hereinafter referred to as "Lessor") and

Lessee: CONNELLY ELECTRIC

Ordered By: ADAM PUDLO

Billing Address:

Phone: 224/449-1058

City, State, Zip: ADDISON IL

Email:

(Hereinafter referred to as "Lessee") WITNESSETH: In consideration of the mutual agreements herein contained, Lessee and Lessor agree as follows:

The equipment is to be used at or near the following....

Delivery Address: 1701 GAYLORD ST

Site Contact Name: ADAM PUDLO

City, State, Zip: CRESTHILL

Location Phone #: 224/449-1058

Directions/Location:

Delivery Date: TBD Use Date: to Pick-up Date: TBD

Under the "CONDITIONS OF LEASE" printed on the reverse side of this agreement which are hereby made part hereof, the Lessor hereby leases to the lessee all and shall furnish such equipment free on board at Lessor's Branch listed above in good operating condition with all necessary tools peculiar to the equipment and not standard, including tanks, extra cable, crew, and accessories as listed below. Equipment fuel tank(s) shall be topped off with the appropriate fuel upon return of equipment, and Lessee to be charged and pay for the amount of fuel required to match delivered quantity, as marked on the delivery and pickup form. This agreement includes all terms and conditions listed on the delivery and pickup form.

Rental Usage: ☐ SINGLE SHIFT (up to 40 hrs.) SS ☐ DOUBLE SHIFT (41 to 80 hrs.) SS x 1.5 ☒ TRIPLE SHIFT (81+ hrs.) SS x 2
☐ STAND-BY 30 Mins/ Week or 5 Hrs./Month (Otherwise Min. of Single Shift Rates Will Apply)

Estimated hours of usage (per day): 17-24

Estimated days per week running: 7

Estimated Rental Period: 1 week

Daily: 24 hrs. Weekly: 3-7 Days Monthly: 28 Days (3 Wks)

CERTIFICATE OF INSURANCE AND FORM OF PAYMENT REQUIRED PRIOR TO DELIVERY

Qty	Description	Unit Number	Voltage	Day	Week	Month
2	2 WEEKS 24/7 - 725KW DIESEL GENERATOR				\$16,160.00	
30	2 WEEKS 4/0 50' CAM LOCK CABLES				\$1,800.00	
10	2 WEEKS 4/0 MALE TAILS				\$600.00	
1	2 WEEKS - 800A ATS				\$1,710.00	
	ENV FEE				\$484.80	
	DELIVERY (2 TRUCKS)				\$1,800.00	
	PICK UP				\$1,800.00	
	EQUIPMENT SUB TOTAL				\$24,354.00	
	2 WEEK 24/7 FUEL ALLOWANCE 336 HRS					
	57.2 GPH @ 100% LOAD = 19,219.2 GAL				\$73,993.92	
2	WEEKEND DROP FEES				\$1,300.00	
	TOTAL				\$99,647.92	

on todays market pricing. Although the market future appears to be stable any significant price change would affect the proposed

* All containerized generators will be delivered with a quarter tank of fuel. Prior to return, fuel tank must be pumped down to a quarter tank. Rental period ends when generator is returned to yard. Oil/Filter Service is due every 250 hrs. Oil/Filter charge will be prorated dependent upon run time hours used at end of rental. Fuel Pricing May Change Due to Market Conditions. Any additional runtime will be billed accordingly.

The Lessor and Lessee for themselves, their successors, executors, administrators and assigns. hereby agree to full performance of the covenants herein contained. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written:

Lessor: Genserve Inc.

Lessee: CONNELLY ELECTRIC

Signature: Tim Morris

Signature:

Printed Name: Tim Morris

Printed Name:

Title: Rental Manager

Title:

Date: 8/12/2025

Date:

The use of Biodiesel reduces performance, increases fuel consumption and the frequency of maintenance.
The use of Biodiesel is prohibited and is subject to all charges related to restoring the fuel system to its original condition.

CONDITIONS OF LEASE

Gen Power, Inc. an Illinois corporation, Illini Power Products Company an Illinois corporation, and/or any of their affiliates, subsidiaries, divisions, related or parent companies (hereinafter "Lessor" or "Company") hereby rents and leases to the Customer/Lessee the equipment (hereinafter "Equipment" or "rented item(s)") referred to on the reverse side hereof, and Customer hereby accepts the Equipment, subject to the terms and provisions set forth on both sides of this Agreement.

1. **RENTAL PERIOD:** The rental period shall commence from the date of shipment of the Equipment from the point of shipment and shall continue until the Equipment is returned to the Lessor's yard or such other point as the Lessor shall in writing direct.

2. **DETERMINATION OF RENTAL CHARGES:** The Lessee shall pay for the rental period on each piece of Equipment named in the list of equipment in this Agreement at the rate herein stipulated. Unless otherwise advised in writing, all rental rates are based on a shift system. Single shift is defined as eight (8) hours in a day, forty (40) hours in a week and one hundred sixty (160) hours in a twenty-eight (28) day month. A month is defined as a period of twenty-eight (28) days. Double shift is defined as double the aforesaid hours and triple shift is defined as triple the aforesaid hours in the applicable time periods. Double shift time is charged at one and one-half times the single shift rate. Triple shift is charged at twice the single shift rate. Thus, if one hundred five (105) hours is used during a week, the Lessee will be charged the single shift rate times for said rental rate.

3. **PAYMENT:** All rentals due under this Agreement shall be paid weekly in advance, to the office of the Lessor, at the address designated in this Agreement. Payment for the minimum rental period is due before the delivery of the Equipment to the Lessee or the Lessee's agent or carrier. Lessee shall pay all fixed rental, time, mileage, service, minimum rental, taxes and other charges (including the costs of fuel supplied by Lessor) in accordance with this Agreement, and expenses, including reasonable attorney's fees, incurred in collecting same. All overdue payments shall bear interest at the rate of one and one half percent (1.5%) per month (18 percent per annum) or the highest amount otherwise allowed by law without prejudice to the Lessor's other rights and in particular without prejudice to the Lessor's right to terminate this Agreement for non-payment of rent. In instances where Lessee has utilized a credit card, debit card or other similar credit account for payment(s) due or to become due Lessor hereunder, Lessee hereby expressly and irrevocably authorizes Lessor to collect all sums due from Lessee under the terms of this Agreement by charging the amounts due, to all or any of Lessee's credit accounts in amounts up to the greater of: (a) the maximum amount of Lessee's credit account; or (b) \$50,000. Any attempts to discontinue or challenge the authority granted Lessor hereunder, communicated by Lessee to any credit facility (i.e. credit card company, bank, lending or debit card institution) shall be ineffective and non-binding upon the recipient unless accompanied by a written agreement signed by Lessor.

4. **TRANSPORTATION AND ON SITE LOADING AND UNLOADING:** The Lessee shall pay all shipping expenses from the original point of shipment to his receiving point and all return shipping expenses to the Lessor's yard or such other point as the Lessor shall in writing direct. However, if the Lessee is directed in writing by the Lessor to return all Equipment to a place other than the Lessor's yard then the Lessee shall pay the shipping expenses up to but not beyond the amount which would have been required to return the Equipment to the Lessor's yard. Lessee shall be responsible for all on site loading and unloading. Lessor's delivery drop is to the nearest paved surface to job site. If instructed to drop Equipment off at an unpaved surface, Lessor will charge back to Lessee any additional expenses and time incurred delivering and picking up the Equipment. Lessor shall have a lien as allowed by law for charges incurred by Customer hereunder upon Customer's premises and improvements upon which Equipment is utilized. All shipping charges from the office of Lessor to the destination and return and all charges for loading, unloading, assembling and dismantling shall be paid by Customer.

5. **EQUIPMENT RECALL AND RETURN NOTICE:** The Lessor may recall any or all Equipment upon fourteen (14) days written notice to the Lessee and the Lessee may return any or all Equipment upon like notice to the Lessor. However, the Lessee will still be responsible for any minimum rental period agreed on the reverse side of this Agreement.

6. **MAINTENANCE, OPERATION AND REPAIRS:** Equipment shall be used solely in Customer's business and kept only on the job site shown on reverse side hereof and shall not be removed without Lessor's prior written consent. Equipment may be used only within its rated capacity and operated only in accordance with applicable manufacturer's guidelines and instructions by qualified, safe, careful and competent personnel. Equipment having outriggers and/or stabilizers shall have them extended to their proper function position whenever Equipment is in use. Customer shall notify Lessor immediately of any accident, occurrence, disablement or failure involving Equipment, and promptly furnish Lessor in writing all information required by Lessor in connection therewith. Customer shall perform and pay for all normal periodic and other basic service adjustments and lubrication of Equipment, including but not limited to supplying all fuel, coolants and lubricants and checking the Equipment before each shift, checking and maintaining crank case, transmission and cooling systems daily, and checking both tire pressures and battery fluid and charge levels weekly. If Equipment fails to operate properly or needs repair, Customer shall immediately cease using the same and notify Lessor. Lessor shall have the option of repairing the Equipment at the job site or have the Equipment returned to the Lessor's place of business for repair. If the Lessor chooses to repair the Equipment at its place of business, it may send Lessee replacement equipment. The Lessee shall not make any repairs to the Equipment.

7. **INSPECTION:** Before the Equipment is loaded for transit to the Lessee, the Lessee shall have the opportunity to inspect it. Lessee shall immediately notify the Lessor of any defects or damage to the Equipment. If the Lessee does not inspect the Equipment before it is loaded for transit, or at job site, then the Lessee is conclusively deemed to have accepted that the Equipment is in good running order without broken or worn out parts and in a clean and unmarred condition. The Lessor shall have the right at any time to enter the premises occupied by the Equipment and shall be given free access thereto and afforded necessary facilities for the purpose of inspection.

8. **INSURANCE:** Lessee shall, at its expense, obtain and keep in effect during the term of this Agreement a liability insurance policy providing bodily injury and death liability limits of \$2,000,000 for each person in each accident, \$2,000,000 for all persons in each accident, and property damage of \$1,000,000, with an insurance company acceptable to Lessor, naming Lessor as an additional insured.

9. **DAMAGE:** All loss or damage to the rented item(s) or any part thereof from any cause, including theft, shall be solely the responsibility of Lessee. Lessee shall reimburse Lessor, on demand for all loss or damage to the rented item(s). Lessee shall pay the Lessor an amount equal to the "replacement value" specified on the front of this Agreement, or if none is specified, then the retail market value for said Equipment. In the event Lessee or its insurers fail to timely pay Lessor as required above, Lessee shall be deemed in default and thereupon become obligated to also pay Lessor interest at the rate of 18% per annum which shall accrue on the unpaid amount demanded from the date of loss or damage until paid to Lessor, in full.

10. **INDEMNIFICATION:** Lessee shall, and hereby agrees to, indemnify and hold harmless Lessor, its officers, employees, agents or assigns from and against any and all, and all manner of, claims, loss, damage, liability, causes of action or suits, damages, judgments, awards, costs, attorneys' fees, or any and all other expenses or liabilities of any kind or nature arising from the Equipment

while in Lessee's possession. Upon Lessor's demand, Lessee shall immediately, at its own expense, defend Lessor using Lessor's choice of counsel in any units or actions asserted against Lessor for which indemnification is provided by any of the terms of this Agreement.

11. **DEFAULT.** In the event Lessee fails to comply with any terms of this Agreement, dies or becomes insolvent, or if any other act or event occurs by reason of which Lessor reasonably deems itself insecure, Lessee shall be deemed to be in default of this Agreement. Upon default and without demand or notice: (a) all amounts owing by Lessee under this Agreement shall become immediately due and payable; (b) Lessor's obligations under this Agreement shall terminate; and (c) Lessee is obligated to pay interest at the rate of 18% per annum on all overdue amounts and shall further pay, upon demand, all of Lessor's costs and expenses resulting from such default, including its reasonable attorney's fees, whether or not litigation ensues and whether on appeal or remand. This Agreement shall for all purposes be governed by and interpreted in accordance with the laws of the State of Illinois. Lessee consents to the personal jurisdiction of any Federal Court in the Northern District of Illinois or any State Court located in DuPage County, Illinois, with respect to any legal action commenced hereunder and to the fullest extent allowed by law, Lessee hereby waives any objection to the venue of such Courts or the convenience of said forums. Lessee agrees that service of process by certified mail, return receipt requested, shall be deemed the equivalent of personal service in any such action. Nothing contained herein is intended to preclude Lessor from commencing any action hereunder in any court having jurisdiction, including the State and County of the Lessor's office from which the Equipment was rented. To the extent permitted by law, Lessee waives its right to trial by jury in any action commenced hereunder.

12. **RIGHTS TO EQUIPMENT ON DEFAULT:** In case of default or breach of this Agreement by Lessee or if Lessor for any reason deems itself insecure, Lessor may enter the premises where the Equipment is located and render inoperative or remove same with or without process of law and without liability for claims of, or notice to Lessee, and may terminate its obligations under this Agreement without prejudice to any of the rights, remedies or claims which Lessor might otherwise have under this Agreement including those for default. In such event, Lessee shall be obligated to pay to Lessor all loss or damage, arrears of rent, expense of retaking, court costs and reasonable attorneys' fees. Lessee shall remain liable for the Equipment or for any loss or injury to the Equipment, notwithstanding such termination.

13. **WARRANTY:** The Equipment rented hereunder has been selected by Lessee for its own purposes and Lessee expressly disclaims any reliance upon any statements or representations made by Lessor. EXCEPT FOR SATISFACTORY RATED OPERATION OF THE EQUIPMENT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT AND LESSOR HEREBY DISCLAIMS THE SAME. The Lessor's liability hereunder is limited to repairing or replacing (in the sole discretion of the Lessor) any Equipment not performing according to its rated operation.

14. **AUTHORITY OF AGENTS:** The execution hereof by an agent of Lessee shall conclusively establish the authority of such agent to contract herein, unless Lessor receives written notification to the contrary prior to the loading of the Equipment for transit.

15. **TAXES AND FEES:** The Lessee shall pay all license fees, registration fees, assessments and taxes which may now or hereafter be imposed upon the ownership, possession, lease or use of the Equipment excepting only those based on the Lessor's net income. The Lessee shall promptly notify the Lessor of the receipt of any tax notices, tax reports or inquiries or notices from taxing or other authorities concerning taxes, fees or assessments.

16. **COMPLIANCE:** Lessee shall, at its expense, comply with all state, federal and local laws and regulations effecting Equipment and its use, erection, design and transportation, including licensing and building code requirements, and shall defend, indemnify and hold Lessor harmless from any and all loss, liability or expense resulting from actual or asserted violations of any such laws, requirements or regulations. The Lessee shall also comply with all laws, rules and regulations with regard to the operation of the Equipment under any local, state or Federal Air Quality Legislation.

17. **TITLE:** No Equipment shall be sublet from the Lessee nor shall Lessee assign or transfer any interest in this Agreement without the prior consent in writing of the Lessor. The Equipment, is and shall at all times remain, the property of the Lessor, and the Lessee shall have no right, title or interest therein, or thereto except the right of possession and use of the Equipment pursuant to the terms of this Agreement. Lessee shall not remove or deface any plate or marking on the Equipment identifying Lessor as the owner of the Equipment or the manufacturer's serial number. The Equipment is, and shall at all times remain, personal property notwithstanding that the Equipment or any part thereof may now be, or hereafter become, in any manner affixed or attached to any other personal or real property. The Lessee shall keep the Equipment free and clear of any and all liens, security interest and encumbrances of any kind, and shall give the Lessor prompt notice of any attachment or judicial process affecting the Equipment.

18. **CONTRACT.** This is a rental contract only, and Customer shall not be deemed an agent or employee of Lessor for any purpose. Customer shall not permit any liens or encumbrances to attach to Equipment and shall defend, indemnify and hold Lessor harmless for all loss, liability and expense by reason thereof. Customer shall not sublet Equipment or assign this Agreement in whole or in part. All operation or use of Equipment by Customer, its employees or others shall be at Customer's sole risk and subject to this Agreement. Lessor shall not be liable for loss or damage to any property, left, stored, moved, lifted deemed in Customer's care, custody or control or transported by Customer or any other person in or upon Equipment either before or after the return thereof to Lessor, whether or not caused by Lessor, and Customer agrees to hold Lessor harmless from any such loss or damage.

19. **LIMITED LIABILITY. IN NO EVENT SHALL THE LESSOR BE LIABLE TO THE LESSEE OR ANY OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.** In the event that any liability for damages is sought against the Lessor, the parties expressly agree that the total amount sought by Lessee shall not exceed the total of the rental charges actually paid by Lessee to Lessor pursuant to this Agreement.

20. **CHANGES, MODIFICATIONS, WAIVERS, ETC.** Changes, modifications, waivers, additions or amendments to the terms and conditions of this Agreement shall be binding on Lessor only if such are in writing and signed by a duly authorized representative of Lessor. The failure of Lessor to enforce, at anytime or for any period of time, any of the provisions of this Agreement shall not constitute a waiver of such provisions or of the right of Lessor to enforce each and every provision.



Cost Proposal Request
West Sewage Treatment Plant Improvements
City of Crest Hill
Contract 1-2022
July 28, 2025

COST PROPOSAL NO.: 043 Revision 1

TO: Vissering Construction
ISSUED BY: Dominic Gattone, P.E.

DISTRIBUTION

Tony Marzetta, Project Manager	Vissering Construction (Contractor)
Julius Hansen	City of Crest Hill
Dominic Gattone, P.E.	Strand Associates, Inc.®

Please submit an itemized quotation for changes in the Contract Price and Time incidental to proposed modifications to the Contract Documents described herein.

Provide a per-day cost for onsite power generation accommodate the anticipated ComEd switchover work. It is anticipated that the work will take two-weeks maximum. Owner shall not be charged for unused generator days. Include fuel and refueling costs in your proposal. Generator shall be 3-phase, 277/480V, 600A. Ground generator as required per NEC.

Coordinate generator conductor terminations with existing MCC as required.

In addition to the above, please provide additional costs for:

1. Staffing the generator 24/7
2. Providing a cellular radio for alarm dialing
3. Providing a rental automatic transfer switch (ATS) for use when ComEd is providing its single-feed.



SERVICE ENTRANCE LOCATION AGREEMENT

SER# SJ250469

City Of Crest Hill
1631 Gaylord Rd, Crest Hill, IL, 60435

This information is for the customer, electrical contractor, and architect.

Account Number:	6630645000
Class of Business:	Large Commercial
Switch Size and Type:	2000 Amp Underground Service
Secondary Cable:	5 sets of 600 CU
Service Voltage:	277/480 V, 3Ø, 4-Wire Y-Connected
Proposed Connected Load:	826 kW
Estimated Maximum Demand:	376 kW

Service location(s) given is for load shown above. Any change in load may require a change in location.

The **short circuit current** at the customer's bus for this plan is **18,500 Amps** at **480 V** (RMS symmetrical). Any future transformer changes may result in an increase in available short circuit currents without notice. The maximum short circuit current is **24,670 amps** at **480 V** (RMS symmetrical). The maximum short circuit current is calculated using the next larger available transformer for the pad specified.

ComEd begins to provide and continues to provide electric service to a retail customer only if all applicable requirements of ComEd **GENERAL TERMS AND CONDITIONS** are met and maintained, and only if all applicable prerequisites for service and continuing obligations in the tariff applicable to such retail customer are met and maintained. ComEd **GENERAL TERMS AND CONDITIONS** and tariff information are available online at: <https://www.comed.com/my-account/my-dashboard/rates-tariffs>

Inspection of the retail customer's or applicant's electric facilities for compliance with electric, safety, and local codes is in the province of governmental authorities. The retail customer or applicant is responsible for obtaining all permits, inspections, and approvals required by government authorities. For premises at which governmental approval is required prior to commencement of electric service, ComEd does not provide electric service until the retail customer or applicant obtains such approval.

This service plan is contingent upon ComEd receiving all required Right of Way permits and/or easements.

Acceptance as indicated below is for all pages of this document and attachments. Both parties must approve any minor addends, changes, or deletions to this document and/or attachments by initialing & dating such items. Major design changes (as determined by ComEd) or deviations from this document may void this document and require revised Service Entrance Specifications. Revised Specifications may result in customer charges (or additional customer charges) and/or delay the start of construction.

Accepted By: (retail customer or applicant)

_____ Date: _____

Title: _____

Comed

By: Devin Glover
Sr Engineering Design Tech

Date: 09/03/2025

GENERAL NOTES

- 1) ComEd schedules its work in a rolling sixteen-week window. ComEd will schedule work based upon installation of required facilities by the customer. These facilities include, but are not limited to:
 - a) Transformer and/or switch gear foundation(s)
 - b) Primary and secondary conduits(s) and bends
 - c) Signed contracts/agreements and any associated charges paid in full
 - d) Site grading within 4" of final grade
 - e) Removal of all obstructions to ComEd crews and equipment (snow, vehicles, trees, dirt piles, brick etc...)

All the above criteria must be ready for inspection by ComEd representatives at least 6 weeks before your proposed construction start date. If you are not site ready or unable to complete the required work, ComEd may have to reschedule your construction start date a minimum of 12 weeks, or as workload dictates.
- 2) Customer to check and verify that contracted electrician **has applied and received** an electrical permit from the local governing authority before they start any work on your project. When completed, the electricians' work will have to be inspected and approved by the local governing body before it can be energized by ComEd.
- 3) All work to be performed during normal working hours. If work needs to be scheduled on off shift hours, charges will have to be submitted to the customer for approval before any work takes place.
- 4) All charges, if any, have been calculated for work to be performed during normal work hours. If any work needs to be done on off shift hours, charges will have to be calculated and submitted to the customer for approval before any work can take place.
- 5) ComEd to modify or install ComEd overhead and/or underground primary distribution facilities (located in ROW or easement on or adjacent to the customer's property) as indicated on the attached sketch.
- 6) Customer to locate and stake all existing **NON - J.U.L.I.E.** underground facilities in proposed ComEd work areas on customer's property. Customer accepts responsibility for ComEd damage to such facilities on the customer's property not properly located and staked.
- 7) Customer to install, own, and maintain 4" schedule 80 gray electrical PVC or greater conduit for ComEd primary cable as indicated on the attached sketch. All bends to be galvanized rigid steel conduit with a 48" minimum bend radius. Total of all bends in conduit run not to exceed 270 degrees between pull points. Conduit runs to be installed 36" below final grade. ComEd to inspect conduit runs prior to backfill. Customer to install 1/4" pulling rope in conduits and seal ends. The ends of conduit runs are to be clearly staked for location by ComEd.
- 8) ComEd to install, own, and maintain primary cable.
- 9) Customer approves of ComEd equipment location. Any relocation due to flooding, settling, etc..., shall be paid for by the customer.
- 10) Customer to install, own, and maintain concrete transformer foundation per attached ComEd specification **C5286.J & C5285**. Door side of transformer foundation to EAST. The use of pre-cast concrete transformer foundations is encouraged. For concrete transformer foundations poured on site, ComEd inspection of forming is required prior to pouring.
- 11) Customer is to ensure no other utilities are to be under proposed transformer and switchgear pad(s). Pad(s) will have to be relocated at the customer's expense if other utilities exist under pad(s).
- 12) ComEd to install, own, and maintain transformer. ComEd requires a 10' clearance from front of transformer and switchgear foundation for future testing and operations.

- 13) Comed will require a **minimum** of 15' of clearance and grade for a truck to access the transformer if in the future it needs to be changed out for any reason. Customer may experience an extended outage if future access is limited for any reason and bare all charges if abnormal work conditions are incurred.
- 14) Customer to install, own, and maintain secondary conduits and conductors. Comed to furnish standard size lugs and connect secondary at transformer. Customer to furnish lugs and connect at metering facilities/service disconnect switch.
- 15) Customer to install, own, and maintain secondary service conduits.
- 16) Customer is responsible for all repairs or replacements of trees, shrubs, or pavement, etc. resulting from the normal installation, repair, or replacement of Comed facilities, on customer property.
- 17) Customer to balance single-phase load on all three phases.
- 18) If Comed receives any complaints from other customers due to **this customer's** interfering type load, any additional or modified facilities required to preclude interference with service to others will be at **this customer's** expense per the "**General Terms and Conditions**" as filed with the Illinois Commerce Commission.
- 19) Customer to install, own, and maintain CECHA approved outdoor meter connection device(s) per the attached Comed specifications. Customer to clearly identify and properly mark the line and load sides of current transformer cabinets and/or current transformer switchgear sections.
- 20) Customer to install, own, and maintain CECHA approved meter connection device(s) per ComEd specifications. Customer to clearly identify and properly mark the line and load sides of current transformer cabinets and/or current transformer switchgear sections. Comed's System Meter Department must approve the installation of main electrical panels that are rated greater or equal to 1,200 amps & any service that is greater than 600 volts. To obtain approval: (1) a pdf of the one-line diagram for the meter current transformer cabinet and disconnect switch sequence can be emailed to SWBD.Approvals@ComEd.com or (2) four physical copies can be submitted to ComEd: System Meter Department at 1919 Swift Drive, Oak Brook, IL 60523.
- 21) Comed requires all wiring harnesses for CT cabinets to be made up using copper wire only. Aluminum wire will no longer be accepted by ComEd.
- 22) Customer must clearly mark all meter fittings with addresses or unit numbers.
- 23) Any Comed charges associated with this project are for Comed work only. There may be additional charges by other utility and/or communication companies. It is the customer's responsibility to contact other utility and/or communication companies for their respective charges, if any.
- 24) Comed has an inclement weather clause. What that means is if it is raining, snowing or harsh sub-zero temperatures the day your work is scheduled, no work will take place. If your job requires an outage, every attempt should be made with all involved parties to schedule the outage on a day that has a favorable forecast.
- 25) The customer is responsible for centering the transformer pad in the easement. If the pad is not placed within the easement the customer must grant ComEd additional easement or pay full relocation charges.



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	September 15, 2025
Submitter:	Daniel Ritter, AICP Community & Economic Development Director
Department:	Community & Economic Development
Agenda Item:	Adoption of an Ordinance Amending Title 3 of the City of Crest Hill Code of Ordinances to adopt a Municipal Cannabis Retailers' Occupation Tax

Summary:

On July 15, 2021, Illinois passed a substantial amendment to the Cannabis Regulation and Tax Act to permit and regulate a variety of different adult-use cannabis growing, infusion, and sales uses. Through this act, municipalities and counties are authorized to regulate cannabis-related uses within their jurisdictions. Municipalities can decide whether to permit, limit the number, restrict zoning, and tax the different adult-use cannabis uses (within certain limits).

In October 2022, the Crest Hill City Council voted to approve amendments to the City Code and Zoning Ordinance (Ordinances 1931 and 1932) and changed cannabis dispensaries from a prohibited use to a special use in B-2, B-3, M-1, and M-2 zoning districts, subject to certain requirements as listed in the attached ordinance. Requirements include minimum distance requirements from pre-existing schools, daycares, residential uses, and other dispensaries. Since 2022, there have been no applications for a cannabis dispensary, as most state-issued licenses are already being utilized with minimal movement of the existing locations. Recently, there have been some licensing changes that have renewed interest in new cannabis dispensaries seeking new or relocated locations. Multiple dispensaries have reached out to City staff for clarification of Crest Hill regulations and are looking for available space.

As part of the staff review of the existing regulations, staff noticed that a Cannabis Retailers' Occupation Tax that allows the City to collect up to an additional three percent (3%) sales tax (in 0.25% increments) on cannabis sales had not been previously approved. That tax is in addition to regular sales tax rates that are also applied to cannabis sales. Most municipalities that allow for a cannabis dispensary use, have also implemented this tax at the same time to avoid delays or confusion.

Staff recommends adopting the drafted ordinance that will implement a full three percent (3%) Cannabis Retailers' Occupation Tax allowed under state law. An additional three percent (3%) sales tax is typical in most communities that permit retail cannabis sales (including the surrounding jurisdictions of Joliet, Plainfield, and Romeoville). Feedback from dispensaries has indicated that a lower rate will not affect specific location decisions, noting that municipalities can change the rate even after a location decision is made.

By passing this ordinance and sending it to the Illinois Department of Revenue before October 1, 2025, it will ensure that the tax is in effect January 1, 2026. The tax does not affect any existing businesses and will not affect the budget unless a dispensary opens. However, by implementing it now, this ensures that if a cannabis dispensary does open in the city, the tax will be collected and benefit the community without delay. No changes to the 2022 adopted zoning or licensing requirements are proposed at this time.

Additionally, when a cannabis dispensary opens within the city in the future, staff recommends as a budgeting policy that the sales tax money from cannabis sales be used towards items that benefit the entire community, including infrastructure improvements (sidewalks, roads, utilities), parks/open space, and community events. This would be a policy, and usage of the funds will be addressed in a future budgeting process once a dispensary is opened and anticipated revenues can be calculated.

Recommended Council Action:

Approve an Ordinance Amending Title 3 of the City of Crest Hill Code of Ordinances to adopt a Municipal Cannabis Retailers' Occupation Tax

Attachments:

- Attachment A – Ordinance ____ Amending Title 3 of the City of Crest Hill Code of Ordinances to adopt a Municipal Cannabis Retailers' Occupation Tax
- Attachment B – IML Adult Use Cannabis Fact Sheet
- Attachment C – Ordinance 1931 – Zoning Ordinance Amendment for Cannabis Regulation

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 3 OF THE
CITY OF CREST HILL CODE OF ORDINANCES TO ADOPT A
MUNICIPAL CANNABIS RETAILERS' OCCUPATION TAX**

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

WHEREAS, the State of Illinois adopted the Cannabis Regulation and Tax Act, 410 ILCS 705/1-1 et seq ("Act"), which legalizes the possession, use, cultivation, transportation, and sale of recreational cannabis beginning January 1, 2020; and

WHEREAS, as part of the Act, the State passed the Illinois Municipal Cannabis Retailers' Occupation Tax Law, 65 ILCS 5/8-11-23 et seq., which grants authority to the City to adopt up to a three percent tax on the gross receipts from all sales of cannabis in the City except for the sales of cannabis to registered qualifying patients pursuant to the Compassionate Use of Medical Cannabis Program Act ("Municipal Cannabis Tax"); and

WHEREAS, the Municipal Cannabis Tax is both equitable to the taxpayers and beneficial to the City as it provides new revenue, including from non-residents of the City, to offset new expenditures arising from the legalization of recreational cannabis and to otherwise improve the City; and

WHEREAS, the Corporate Authorities have determined that a Municipal Cannabis Tax should be assessed against all retail sales of cannabis to persons over the age of 21 for recreational purposes; and

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the City and the public to amend to amend the City of Crest Hill City Code of Ordinances ("City Code") to adopt a Municipal Cannabis Tax in the matter 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: Amendment to Title 3. Title 3 of the City Code, titled “Revenue and Finance,” shall be and is hereby amended to add a new Chapter 3.22, as follows:

Chapter 3.22: MUNICIPAL CANNABIS RETAILERS’ OCCUPATION TAX

Section

3.22.010	Definition
3.22.020	Tax Imposed
3.22.030	Collection

3.22.010 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning;

CANNABIS. Marijuana, hashish, and other substances that are identified as including any parts of the plant cannabis sativa and including derivatives or subspecies, such as indica, of all strains of cannabis, whether growing or not; the seeds thereof, the resin extracted from any part of the plant; and any compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin, including tetrahydrocannabinol (THC) and all other naturally produced cannabinol derivatives, whether produced directly or indirectly by extraction; however, “cannabis” does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted from it), fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. “Cannabis” does not include industrial hemp as defined and authorized under the Industrial Hemp Act. “Cannabis” also means concentrate and cannabis-infused products.

CANNABIS RETAILER. All persons or businesses engaged in selling cannabis at retail.

3.22.020 TAX IMPOSED.

Pursuant to Section 8-11-23 of the Illinois Municipal Code, 65 ILCS 5/8-11-23, a tax is hereby imposed upon all cannabis retailers that sell cannabis in the City at the rate of three percent (3.0%) of the gross receipts from sales made in the course of business other than those sales made under the *Compassionate Use of Medical Cannabis Program Act*. Such tax shall be in addition to any and all other surcharges or taxes which may be legally imposed by the City or any other taxing authority, including federal, state, county, and regional public bodies.

3.22.030 COLLECTION.

Any cannabis retailer within the City subject to the municipal cannabis retailers' tax imposed by this Chapter shall have the duty to collect such tax and remit it to the Illinois Department of Revenue. Any remittance by a cannabis retailer required by this Chapter shall be done in accordance with the rules and forms promulgated by the Illinois Department of Revenue. Any tax required to be collected pursuant to or as authorized by this Chapter shall constitute a debt owed by the retailer to the State of Illinois.

SECTION 3: This Ordinance shall be in full force and effect on the first day of January after its passage, approval, and publication in the manner provided by law.

SECTION 4: 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 5: 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 6: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 7: 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.

[Left Intentionally Blank]

PASSED THIS 15TH DAY OF SEPTEMBER, 2025.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF SEPTEMBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

ORDINANCE NO. 1931

AN ORDINANCE AMENDING SECTIONS 2.0 DEFINITIONS, SECTION 8.2 SPECIAL AND PERMIT USE REGULATIONS, AND TABLE 4, INDEX OF PERMITTED AND SPECIAL USES OF THE CITY OF CREST HILL ZONING ORDINANCE

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 Corporate Authorities of the City of Crest Hill have the authority to regulate land use through the establishment of a Zoning Code (65 ILCS 5/11-13-1); and

WHEREAS, the Corporate Authorities of the City of Crest Hill has previously enacted such a Zoning Code, which has been from time to time amended pursuant to the procedures outlined in the Illinois Municipal Code and pursuant to authority specifically granted by the Municipal Code; and

WHEREAS, in May of 2018, the Corporate Authorities of the City of Crest Hill in 2018 adopted a comprehensive set of amendments to its Zoning Code, which is known as the 2018 City of Crest Hill Zoning Ordinance; and

WHEREAS, on October 7, 2013, pursuant to the State of Illinois' passage of legislation legalizing medical cannabis, the Corporate Authorities of the City of Crest Hill passed Ordinance 1645, which amended certain portions of Ordinance 727 to create a zoning classification for medical cannabis facilities where none currently existed in the 2000 Crest Hill Zoning Ordinance, and to allow medical cannabis dispensing and cultivation facilities as special uses in certain zoning districts within the City of Crest Hill; and

WHEREAS, as of January 1, 2020, the Illinois Legislature legalized adult use cannabis by and through the passage of the Illinois Cannabis Regulation and Tax Act; and

WHEREAS, the Corporate Authorities of the City of Crest Hill in July of 2022 initiated a text amendment to the City of Crest Hill Zoning Ordinance which would allow Adult Use Cannabis Dispensaries (in addition to the previously authorized Medical Cannabis Dispensaries) as special uses in the B2, B3, M1, and M2 zoning districts; and

WHEREAS, pursuant to the application by the City of Crest Hill for a Text Amendment to the 2018 City of Crest Hill Zoning Ordinance, a Public Hearing was conducted at a regular meeting of the City of Crest Hill Plan Commission held September 14, 2022;

WHEREAS, no members of the public offered public comment or testimony, either for or against the proposed text amendment during the September 14, 2022, Public Hearing and Plan Commission Meeting; and

WHEREAS, the Plan Commission, on a 3-2 vote, recommended that the City Council reject the requested text amendment; and

WHEREAS, in making its recommendation against the proposed text amendment, the City of Crest Hill Plan Commission heard from the City Planning Consultant, Deputy Chief of Police, and City Attorney, who were present to answer questions; and

WHEREAS, the City of Crest Hill Plan Commission's recommendation against the proposed text amendment is contained in its Findings and Decision, a true and accurate copy of which is attached hereto as Exhibit A; and

WHEREAS, on October 10, 2022, the Corporate Authorities again considered the proposed text amendment in a regularly scheduled work session of the Crest Hill City Council, at which there was no public comment for or against the proposed amendment; and

WHEREAS, after due consideration of the matter, including the Plan Commission recommendation, the Corporate Authorities of the City of Crest Hill have determined that approval of the proposed text amendment is in the best interests of the City of Crest Hill, due to the minimal risks posed by Adult Use Cannabis Dispensaries and the positive financial impact those businesses would have on the City, as well as the determination that the standards set forth in Section 12.8-4 of the Crest Hill Zoning Ordinance are met, as indicated in the Findings of Fact attached hereto as Exhibit B.

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

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

SECTION 2: That Sections 2.0 Definitions, 8.2 Special and Permit Use Regulations and Table 4, Index of Permitted and Special Uses are hereby amended as follows:

Section 2.0 Definitions is hereby amended by deleting the definition of Medical Cannabis Dispensing Organization and adding the following definitions of Adult-Use Cannabis Dispensing Organization and Medical Cannabis Cultivation Center, as follows:

ADULT-USE CANNABIS DISPENSING ORGANIZATION: A facility operated by an organization or business that is licensed by the Illinois Department of Financial and Professional Regulation to acquire cannabis from licensed cannabis business establishments for the purpose of selling or dispensing cannabis, cannabis-infused products, cannabis seeds, paraphernalia or related supplies to purchasers or to qualified registered medical cannabis patients and caregivers, per the Cannabis Regulation and Tax Act, (P.A.101-0027), as it may be amended from time-to-time, and regulations promulgated thereunder. An Adult-Use Cannabis Dispensing Organization shall also include a registered medical cannabis organization as defined in the Compassionate Use of Medical Cannabis Program Act, as amended from time to time

MEDICAL CANNABIS CULTIVATION CENTER: A facility operated by an organization or business that is registered by the Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis.

~~**MEDICAL CANNABIS DISPENSING ORGANIZATION:** A facility operated by an organization or business that is registered by the Department of Financial and Professional Regulations to acquire medical cannabis from a registered cultivation center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients.~~

Section 8.2 Permitted and Special Use Regulations is amended add the following new Section 8.2-30, as follows:

8.2-30 ADULT-USE CANNABIS DISPENSING ORGANIZATIONS

No person shall engage in, conduct, or carry on, or license to be engaged in, conducted or carried on, a cannabis business as herein defined without first having obtained a special use permit pursuant to the provisions of this chapter.

- a. Dispensaries shall not be located within 750 (seven-hundred and fifty) feet of a pre-existing public or private primary and secondary school, preschools, daycare centers/nursery schools, daycare homes. Learning Centers and vocational/trade centers/schools shall not be classified as a school for the purpose of this section.
- b. Dispensaries shall not be located within 250 (two-hundred and fifty) feet of a pre-existing property zoned a residential district as outlined in Section 6.0 of this Ordinance.
- c. Dispensaries shall not be located within one (1) mile (5,280 feet) of an existing dispensary.
- d. For the purpose of measuring the regulations outlined above in regulations 8.2-30a-c, the measurement shall be made in a straight line, without regard to intervening structures or objects, from the nearest portion of the building or structure used as a part of the premises where such activities are conducted to the nearest property line of the "other specific use" located within or outside the City limits.
- e. No cannabis or cannabis paraphernalia shall be displayed or kept in such a manner that it is visible from outside the premises of which the dispensary occupies.
- f. No cannabis, or cannabis-infused product, shall be smoked, eaten, or otherwise consumed or ingested on the premises of any dispensary.
- g. Such cannabis dispensing organization shall not operate a drive-thru facility or provide delivery services or enter into an agreement to allow persons to deliver cannabis to purchasers.
- h. For the purposes of determining parking requirements for Adult-Use Cannabis Dispensing Organization, such facilities shall be classified as "General Business" 11.8 Schedule of Parking Requirements, provided, however, through review of the special use, the City may require additional parking.
- i. A security plan is required to be submitted for review and approval by the City of Crest Hill Police Department.
- j. All such facilities must comply with all state regulations.
- k. Additional regulations may be imposed as part of the special use approval, as deemed appropriate, and to mitigate potential impacts from such operations on adjacent properties/uses.

Table 4: Index of Permitted & Special Uses is amended to replace **Medical Cannabis Dispensing Organizations** use with **Adult-Use Cannabis Dispensing Organizations** and an indication that such a use is a **Special Use** in the B2, B3, M1, and M2 zones and reflecting the “Use Standards” of 8.2-30 as reflected in the attached Exhibit C.

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 17TH DAY OF OCTOBER, 2022.

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“Exhibit A”

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

IN RE:)	
)	
The application of the City of Crest Hill)	No. xx-x-x-x
for a text amendment to the Crest Hill Zoning)	
Ordinance relating to Adult-Use Cannabis)	
Dispensaries		

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO THE APPLICATION OF THE CITY OF CREST HILL FOR A
ZONING CODE TEXT AMENDMENT FOR ADULT-USE CANNABIS DISPENSARIES**

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and to the application at a regularly scheduled meeting held on September 14th, 2022 being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the application seeks approval of a text amendment to the Crest Hill Zoning Ordinance which would allow Adult-Use Cannabis Dispensaries as a special use in the B2, B3, M1 and M2 zones;
- B. That there was a Notice of Public Hearing published in the Joliet Herald-News on August 29, 2022;
- C. That no interested parties filed their appearances herein;
- D. That the public hearing was called into order, the City of Crest Hill, through its staff, was allowed to present its evidence and arguments in support of its application, and that the public hearing was duly recorded;
- E. That the rules adopted by the Plan Commission for the conduct of public Hearings by the Plan Commission were duly followed and observed;
- F. That following the close of the Public Hearing, the Plan Commission deliberated and determined, by a vote of 3-2 on a Motion to Recommend to the City Council that the text amendment be disapproved and determined that the proposed text amendment did not meet the standards set out in Section 12.8-4 of the Crest Hill Zoning Ordinance.

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

1. That the application of the City of Crest Hill for a text amendment to its 2018 Zoning Ordinance which would allow Adult-Use Cannabis Dispensaries in the B2, B3, M1, and M2 zones, be denied by the City Council as not meeting the standards set out in Section 12.8-4 of the Crest Hill Zoning Ordinance.
2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the text amendment be denied.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 14th Day of September 2022 upon the following roll call vote:

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner John Stanton	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner Ken Carroll	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner Jan Plettau	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner Bill Thomas	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner Jeff Thomas	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Commissioner Angelo Deserio	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

Exhibit B Findings of Fact

1. The effect the text amendment would have on comprehensive planning in the community and the extent to which the proposed amendment would be consistent with Crest Hill's planning objectives.

Consideration of adult-use cannabis as a special use within the specified zoning districts assists in carrying the goals of the City to strengthen its role in the regional marketplace, as such use not only serves the local community but the region as well.

2. The consistency of the proposed text amendment with other provisions in this Ordinance.

The proposed text amendment includes specific regulations regarding the operation of such a facility, consistent with other uses, to ensure the business operations meet the standards of the City.

3. The degree to which all property owners in the community, zoned in similar classifications, would be benefited or affected by the zoning text amendment; and the extent to which the proposed amendment would or would not benefit or affect one (1) or a selected and small group of property owners only.

The proposed text amendment is open to multiple zoning districts; however, use regulations are put in place to further protect the residential and identified institutions.

4. The extent to which the text amendment will ameliorate a condition in this Ordinance which is, from a legal or administrative standpoint, deficient.

Types of businesses are continuously changing to serve the needs of the greater population. This amendment will bring the Zoning Ordinance current with uses approved by the State and consistent with communities within the region.

5. The need for the zoning text amendment.

The text amendment will bring the ordinance up to date with current business trends.

6. Whether or not the proposed text amendment, if adopted, will require other provisions of this Ordinance to be changed or modified and, if so, the way in which the Ordinance will have to be further modified and amended.

The amendment will require modifications associated with such use previously restricted to medical. Such amendment will also require modifications to the City Code, permitting such business establishment, Chapter 5.76 of the Municipal Code.

Exhibit C


CITY OF CREST HILL ZONING ORDINANCE
TABLE 4: Index of Permitted & Special Uses
Non-Residential Uses

USE	R1A	R1B	R1	R2	R3	T1	B1	B2	B3	M1	M2	Use Standards
Medical-Adult Use Cannabis Dispensing Organizations (Per ORD 1645)								<u>S</u>	<u>S</u>	<u>S</u>	<u>S</u>	<u>8.2-30</u>

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


Christine Vershay-Hall, City Clerk

APPROVED THIS 17TH DAY OF OCTOBER, 2022.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk

Adult-Use Cannabis

The Cannabis Regulation and Tax Act ([410 ILCS 705/1-1 et seq.](#)) legalized the possession and private use of cannabis for Illinois residents 21 years of age or older, effective January 1, 2020. On July 15, 2021, Governor JB Pritzker signed HB 1443, now Public Act (P.A.) 102-0098, which amends the Cannabis Regulation and Tax Act and the Compassionate Use of Medical Cannabis Program Act ([410 ILCS 130/1 et seq.](#)).



LOCAL REGULATION OF CONSUMPTION

Municipalities may not restrict the private consumption of cannabis that is authorized by the Act. However, the Act prohibits the use of cannabis in public places, schools and child care facilities among other locations. Municipalities may adopt and enforce local ordinances to regulate possession and public consumption of cannabis, so long as the regulations and penalties are consistent with the Act.

HOME GROW LIMITED TO MEDICAL PROGRAM PARTICIPANTS

Home grow cannabis is authorized only for medical cannabis program participants, limited to five plants in their residence, and is subject to specified restrictions. Home grow of recreational cannabis by non-medical participants is prohibited. [More information about the medical cannabis program is available via this link.](#)



ZONING

The Act preserves local zoning authority and directly authorizes municipalities to prohibit (opt out) or significantly limit the location of cannabis businesses by ordinance. Municipalities have the authority to enact reasonable zoning regulations that are not in conflict with the Act. This includes the authority to opt out of either commercial production or distribution (dispensaries) of adult-use cannabis within their jurisdiction. Municipalities may enact zoning ordinances and regulations designating the time, place, manner and number of cannabis business operations, including minimum distances between locations through conditional use permits. In order to

accommodate the sale of adult-use cannabis by operators of medical cannabis dispensaries, P.A. 102-0098 authorizes the relocation of medical cannabis dispensaries to sites outside of a jurisdiction that prohibits adult-use cannabis retail sales, and authorizes the relocation of sites that initially accommodated medical dispensaries but are not optimal for adult-use cannabis retail sales. Any relocation remains subject to local ordinances that prohibit or regulate adult-use cannabis establishments.

BUSINESS REGULATION

In addition to zoning authority, municipalities have the authority to allow for on-premises use of cannabis at licensed cannabis dispensaries and retail tobacco stores. The Act anticipates that local authorities may engage in inspections of cannabis-related businesses. Municipalities may establish and impose civil penalties for violations of the local ordinances and regulations.

LOCAL REVENUE

Municipalities, by ordinance, may impose a Municipal Cannabis Retailers' Occupation Tax on adult-use cannabis products of up to 3% of the purchase price, in 0.25% increments. Counties may impose up to 3.75% in unincorporated areas, and up to 3% within municipalities, both in 0.25% increments. The taxes imposed under this Act shall be in addition to all other occupation, privilege or excise taxes imposed by the State of Illinois or by any unit of local government, such as regular sales tax. The Illinois Municipal Code provides that municipal tax ordinances adopted and certified to the Illinois Department of Revenue (IDOR) on or before April 1 of any year, shall be administered and those local tax collections enforced by IDOR commencing on July 1 of the same year. Ordinances adopted and certified to IDOR on or before October 1 of any year shall be administered and collections enforced by IDOR commencing on January 1 of the following year. ([65 ILCS 5/8-11-23](#)).





SMOKE FREE ILLINOIS ACT

Item 8.

The Act applies the restrictions of the Smoke Free Illinois Act on smoking cannabis, and provides that property owners may prohibit the use of cannabis by any guest, lessee, customer or visitor. In addition, lessors may prohibit cultivation of cannabis by their lessees.

EMPLOYER PROVISIONS

The Act provides employer protections including that nothing in the enactment prohibits employers from adopting reasonable zero-tolerance or drug-free workplace employment policies concerning drug testing, smoking, consumption, storage or use of cannabis in the workplace or while on-call. The Act provides that those policies may include pre-employment and random drug testing for cannabis. Those policies must be applied in a nondiscriminatory manner. Employers may prohibit the use of cannabis by employees in the workplace and engage in discipline, including termination, for violations of those policies and workplace rules. The Act further provides that public employers may prohibit the consumption, possession, sales, purchase or delivery of cannabis or cannabis-infused substances while on or off duty by law enforcement officers, correctional officers, probation officers, paramedics or firefighters.

STATE LICENSING

The Act authorizes the production and distribution of cannabis and cannabis products through state-licensed cultivators, craft growers, infusers, transporters and dispensaries. Cannabis transporters are separately licensed by the Act. P.A. 103-0578 waives the required fees for cannabis transporter licenses from January 1, 2024, through January 1, 2027, and also places a moratorium on new cannabis organization licenses until January 1, 2027. The state issues licenses according to a graduated scale. The Act allows up to 500 dispensing organizations and up to 30 cultivation center licenses. As of December 13, 2023, 87 cannabis craft grower licenses and 55 cannabis transporter licenses have been issued by the Illinois Department of Agriculture.

GRANTS AND INVESTMENT

The Act establishes the Restore, Reinvest and Renew (R3) Program to invest in communities historically impacted by economic disinvestment and violence. The Illinois Criminal Justice Information Authority (ICJIA) has identified R3 areas that qualify for funding, and grants will be awarded through the R3 program.

SOCIAL EQUITY

The Act provides for a social equity program to establish a legal adult-use cannabis industry that is accessible to those most adversely impacted by the enforcement of drug-related laws in this state, including cannabis-related laws. Qualifying social equity applicants may be awarded financial assistance and incentives if they are interested in establishing cannabis related businesses. P.A. 102-0098 provides for the award of up to five social equity justice involved medical cannabis dispensing organization licenses in a lottery. A lottery will address issues with the previous award process for adult-use dispensing organizations and will allocate licenses to applicants that tied the high score in that process. In order to advance the goal of providing economic opportunity to disproportionately impacted individuals and communities, P.A. 102-0098 provides that 110 conditional adult-use dispensing organization licenses will be awarded through two other lotteries. Fifty-five licenses will be awarded by lot in a qualifying applicant lottery distributed by region, and 55 social equity justice involved licenses will be awarded in a lottery distributed by region. Social equity and social equity justice involved applicants may be granted a state license for a site within 1,500 feet of a dispensing organization, but must still obtain local approval for the site.

STATE REVENUE

State revenues derived from the Cannabis Regulation and Tax Act are deposited into the Cannabis Regulation Fund. The funds are distributed to multiple state agencies for implementation of the Act. The legalization of adult-use cannabis also includes a new source of Local Government Distributive Fund (LGDF) dollars. A portion of Cannabis Regulation Fund revenues (8% of deposits) go to local governments, through LGDF, which are used to fund crime prevention programs, training and interdiction efforts. The Cannabis Regulation Fund is derived from monies collected from state taxes, license fees and other amounts required to be transferred into the Fund.

DECRIMINALIZATION AND EXPUNGEMENTS

A significant portion of the Act addresses the decriminalization of cannabis through mandatory and discretionary expungements of criminal convictions relating to non-violent cannabis offenses. The Act provides that all law enforcement agencies must expunge qualifying records on a schedule based on when the records were created. In response to an inquiry for expunged records, the law enforcement agency receiving such inquiry shall reply as it does when no records ever existed. It shall provide a certificate of disposition or confirmation that the record was expunged to the individual whose record was expunged.



Agenda Memo

Crest Hill, IL

Meeting Date:	09-15-25
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Request to approve a Special Event Police Services Agreement with Siegel's Cottonwood Farm

Summary: Mayor and Council,

Please find the attached Police Services Agreement submitted by Kaity Siegel of Siegle's Cottonwood Farm. She is requesting the Crest Hill Police Department to assist with traffic control on October 12, 18 and 19, 2025, from 12:00PM until 6:15 PM. This is a very similar request to years past and I am formally asking for your approval.

Recommended Council Action: Approval of Police Services Agreement

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments: Police Services Agreement

EXHIBIT A

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this 5th day of **September 2025** ("Effective Date"), between the CITY OF CREST HILL ("City"), an Illinois Municipal Corporation at 20600 City Center Blvd., Crest Hill, Illinois, and **Siegel's Cottonwood Farm Inc.** ("ORGANIZATION") located at **17250 Weber Rd Lockport**, Illinois (collectively, the "Parties").

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., "the corporate authorities of each municipality may pass and enforce all necessary police ordinances" through its sworn law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on **Oct. 12th, 18th & 19th** (date) at **Siegels Cottonwood Farm Pumpkin Fest** (location) from **12pm to open ended but latest 6:15pm** (time) ("Special Event"); and

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1. CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties ("Services"). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2. Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

immediately and such termination shall not constitute a breach.

5. **CITY'S STATUS AS INDEPENDENT CONTRACTOR.** ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement Shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. **MISCELLANEOUS:**

- 6.1. **ASSIGNMENT OF RIGHTS:** This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 6.2. **SURVIVAL:** No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

City Clerk

Date

ORGANIZATION

By:


Kamy Siegel

9/3/2025
Date

Its:

General Manager

1.3. ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and CITY. Officers shall be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4. CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.

2. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.

3. PAYMENT: In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

One Officer without Vehicle:

Current Overtime Hourly Rate* x Number of Hours +15% Admin Fee = Fees

Ex: \$45.00 x 3 + 15% = \$155.25

One Officer with Vehicle:

Current Overtime Hourly Rate* x Number of Hours +20% Admin Fee = Fees

Ex: \$45.00 x 3 + 20% = \$162.00

*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. LIABILITY INSURANCE: As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at least one week prior to Special Event, then CITY may terminate this Agreement

- 6.3. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 6.4. **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.
- 6.6. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.
- 6.7. **SEVERABILITY:** The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

CITY OF CREST HILL

Mayor

Date

Attest:



CERTIFICATE OF LIABILITY INSURANCE

DATE (M) **09/08/2025** Item 9.

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

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

PRODUCER Gaylord Insurance Agency 1415 W. 22nd street, Tower Floor Oak Brook, IL 60523	CONTACT NAME: Alyssa Wabick PHONE (A/C, No, Ext): (708)568-0754 FAX (A/C, No): E-MAIL ADDRESS: Alyssa@gaylordinsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td><td style="text-align: center;">NAIC #</td></tr><tr><td>INSURER A: The Burlington Insurance Company</td><td></td></tr><tr><td>INSURER B: Hartford Casualty Insurance Company</td><td>29424</td></tr><tr><td>INSURER C: Founders Insurance Company</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Burlington Insurance Company		INSURER B: Hartford Casualty Insurance Company	29424	INSURER C: Founders Insurance Company		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Burlington Insurance Company															
INSURER B: Hartford Casualty Insurance Company	29424														
INSURER C: Founders Insurance Company															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Siegel's Cottonwood Farm, Inc. 17250 S Weber Rd Lockport, IL 60441-6525															

COVERAGES **CERTIFICATE NUMBER: 00065547-0** **REVISION NUMBER: 28**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <div>CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:</div>	Y			06/29/2025	06/29/2026	<div>EACH OCCURRENCE \$ 1,000,000</div> <div>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000</div> <div>MED EXP (Any one person) \$ 1,000</div> <div>PERSONAL & ADV INJURY \$ 1,000,000</div> <div>GENERAL AGGREGATE \$ 2,000,000</div> <div>PRODUCTS - COMP/OP AGG \$ 2,000,000</div>
	AUTOMOBILE LIABILITY <div>ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY</div>						<div>COMBINED SINGLE LIMIT (Ea accident) \$</div> <div>BODILY INJURY (Per person) \$</div> <div>BODILY INJURY (Per accident) \$</div> <div>PROPERTY DAMAGE (Per accident) \$</div>
	UMBRELLA LIAB EXCESS LIAB <div>DED RETENTION \$</div>						<div>EACH OCCURRENCE \$</div> <div>AGGREGATE \$</div>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <div>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below</div> <div>Y / N <input type="checkbox"/> N / A</div>		N / A		06/29/2025	06/29/2026	<div><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</div> <div>E.L. EACH ACCIDENT \$ 1,000,000</div> <div>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000</div> <div>E.L. DISEASE - POLICY LIMIT \$ 1,000,000</div>
C	Liquor Liability				04/24/2025	04/24/2026	<div>Per Occ./Aggr. \$ \$1mil. / \$2mil.</div>

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

The following are included as Additional Insured on the General Liability policy when required by written contract or agreement:
Crest Hill Police Department

CERTIFICATE HOLDER Crest Hill Police Department 1610 Plainfield Road Crest Hill, IL 60403	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <div style="text-align: center;"></div>
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Agenda Memo

Crest Hill, IL

Meeting Date:	09-15-25
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Request to Approve a Special Event Police Services Agreement with Carillon Lakes Homeowners Association

Summary: Mayor and Council,

Carillon Lakes H.O.A. is requesting the Crest Hill Police Department for their annual trick or treat event on October 26, 2025, from 2PM until 4PM. This is an annual event and CHPD has participated in this event in years past. I am formally asking for your approval.

Recommended Council Action: Approval of Police Services Agreement.

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments: Police Services Agreement

Certificate of Insurance

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement (“Agreement”) is made this 15th day of September 2025 (“Effective Date”), between the CITY OF CREST HILL (“City”), an Illinois Municipal Corporation at 20600 City Center Boulevard, Crest Hill, Illinois, and **Carillon Lakes HOA** (“ORGANIZATION”) located at **21325 Carillon Lakes Drive, Crest Hill** _____, Illinois (collectively, the “Parties”).

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., “the corporate authorities of each municipality may pass and enforce all necessary police ordinances” through its sworn law enforcement officers (each law enforcement officer an “Officer”); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on **Sunday, October 26, 2025** (date) **at Carillon Lakes HOA community** (location) from **2pm to 4pm** (time) (“Special Event”); and

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties (“Services”). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and CITY. Officers shall be subject to, and shall abide by, all City and

departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.

2. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.

3. PAYMENT: In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

One Officer without Vehicle:

Current Overtime Hourly Rate* x Number of Hours +15% Admin Fee = Fees

Ex: \$45.00 x 3 + 15% = \$155.25

One Officer with Vehicle: CLS

Current Overtime Hourly Rate* x Number of Hours +20% Admin Fee = Fees

Ex: \$45.00 x 3 + 20% = \$162.00

*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. LIABILITY INSURANCE: As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at least one week prior to Special Event, then CITY may terminate this Agreement immediately and such termination shall not constitute a breach.

5. CITY'S STATUS AS INDEPENDENT CONTRACTOR. ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall

hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. MISCELLANEOUS:

- 6.1 **ASSIGNMENT OF RIGHTS:** This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 6.2 **SURVIVAL:** No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.
- 6.3 **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 6.4 **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5 **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.

- 6.6 ENTIRE AGREEMENT; MODIFICATION: This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.
- 6.7 SEVERABILITY: The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

CITY OF CREST HILL

Mayor

Date

Attest:

City Clerk

Date

ORGANIZATION

By: Cindy Smith

8/22/2025

Date

Its: Community Association Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE: 09/ Item 10.

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

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

PRODUCER The Baldwin Group Southeast, LLC 740 Waukegan Rd P.O. Box 700 Deerfield, IL, 60015	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
INSURED Carillon Lakes c/o Foster Premier Inc. 750 Lake Cook Road #190 Buffalo Grove, IL, 60089	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American Alternative Insurance Corporation</td><td>19720</td></tr><tr><td>INSURER B: Travelers Casualty Insurance Company of America</td><td>19046</td></tr><tr><td>INSURER C: Greenwich Insurance Company</td><td>22322</td></tr><tr><td>INSURER D: Standard Fire Insurance Company</td><td>19070</td></tr><tr><td>INSURER E: Travelers Casualty & Surety Company of America</td><td>31194</td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: American Alternative Insurance Corporation	19720	INSURER B: Travelers Casualty Insurance Company of America	19046	INSURER C: Greenwich Insurance Company	22322	INSURER D: Standard Fire Insurance Company	19070	INSURER E: Travelers Casualty & Surety Company of America	31194	INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:				09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				09/01/2025	09/01/2026	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A		09/01/2025	09/01/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
E	D&O Liability E Fidelity A Building-Attached Homes A Ordinance or Law-Attached				09/01/2025 09/01/2025 09/01/2025	09/01/2026 09/01/2026 09/01/2026	\$1,000,000 limit \$5,000,000 limit (incl mgmt firm to \$1MM limit) \$245,675,000 GRC \$25,000 Ded. Cov A: GRC; Cov B&C: \$300,000 each

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACO

le, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**Carillon Lakes
c/o Foster Premier, Inc.
750 Lake Cook Road #190
Buffalo Grove, IL, 60089

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

594 attached home units/519 detached home units
10 DAYS NOTICE OF CANCELLATION INCLUDED
SEPARATION OF INSUREDS INCLUDED
EQUIPMENT BREAKDOWN COVERAGE INCLUDED
THE ASSOCIATION PROVIDES LIABILITY COVERAGE AND 100% REPLACEMENT COST COVERAGE ON THE COMMON AREA AMENITIES
2% WIND & HAIL DEDUCTIBLE APPLIES TO ATTACHED HOMES, PER BUILDING & COMMON PROPERTY
Special Form coverage is included
Inflation guard is not included; building coverage is written on a Guaranteed Replacement Cost basis
Attached Homes - The Association policy covers the building from the exterior through the drywall including the first coat of primer & including the subflooring and covers original fixtures. Unit Owners cover the first coat of paint inward as well as the floor covering inward along with betterments and improvements and personal property and should have their own HO-6.

For r Information

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

Meeting Date: September 15, 2025
Submitter: Raymond R. Soliman P.S.
Department: Mayor's Office
Agenda Item: Proclamation-Constitution Week

Summary: Members of The Daughters of the American Revolution will be present to accept a Proclamation for Constitution Week at the September 15, 2025, city council meeting. Wards 3 & 4 will read the Proclamation.

Recommended Council Action: Approval

Financial Impact:**Funding Source:****Budgeted Amount:****Cost:****Attachments:**

Proclamation

WHEREAS, The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and

WHEREAS, it is the privilege and duty of the American people to commemorate the two hundred and thirty-eight anniversary of the drafting of the Constitution of the United States of America with appropriate ceremonies and activities; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate it; and


WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23, 2025 as Constitution Week,

NOW THEREFORE, I, Raymond R. Soliman, by virtue of the authority vested in me as the Mayor of the City of Crest Hill, do hereby proclaim the week of September 17 through 23, 2025 as

CONSTITUTION WEEK

AND urge all of our citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Corporate Seal of the City of Crest Hill this 15th day of September, 2025.


Raymond R. Soliman, Mayor





Agenda Memo

Crest Hill, IL

Meeting Date: 9/15/2025
Submitter: Christine Vershay-Hall
Department: City Clerk
Agenda Item: Approval of Six (6) Additional Temporary Sign Permits for Mr. Auto Care

Summary:

Chris Maykuth would like to request the 6 Additional Temporary Sign Permits from September 15, 2025 to November 13, 2025 for Mr. Auto Care Located at 2424 Plainfield Rd. #500

He would like to use the 6 additional permits for 60 consecutive days. He has already used the first 3 permits. If approved this will complete his temporary sign permits for the year.

Recommended Council Action:

Approval of Six (6) Additional Temporary Sign Permits for Mr. Auto Care

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Application



CITY OF NEIGHBORS

20600 City Center Blvd.
Crest Hill, IL 60403
(815) 741-5100

Raymond R. Soliman, MAYOR

Christine Vershay-Hall, CITY CLERK

Temporary/Portable Sign Permit

NAME OF BUSINESS: Mr Auto Care

ADDRESS: 2424 Plainfield Rd Unit 500

PHONE: _____

APPLICANT'S NAME: Chris Maykuth

Will the sign be lighted? _____ Yes ☒ No (*PLEASE NOTE* The arrow on the sign cannot blink)

You are allowed to have 3 permits per calendar year. Each permit is good for 10 calendar days. The cost of each permit is \$25.00. No more than 3 permits will be issued in one calendar year per business, and no more than additional 6 permits may be issued with City Council approval.

Permit #: Office Use Only

Permit #1: From 9-15-25 to 9-24-25 Permit # TS-25-19

Permit #2: From 9-25-25 to 10-4-25 Permit # TS-25-20

Permit #3: From 10-5-25 to 10-14-25 Permit # TS-25-21

IT IS YOUR RESPONSIBILITY TO RENEW YOUR PERMIT IF YOU CHOOSE TO EXTEND IT. IF YOU DO NOT RENEW YOUR PERMIT, PLEASE REMOVE THE TEMPORARY SIGN FROM YOUR PROPERTY ONCE YOUR PERMIT HAS EXPIRED. ANY AND ALL SIGNS THAT ARE DISPLAYED WITHOUT THE PROPER PERMITS WILL BE ISSUED A TICKET AND ARE SUBJECT TO REMOVAL. ANY QUESTIONS PLEASE CONTACT CITY OF CREST HILL (815) 741-5100.
(Ordinance #805 and #1664, Title 15 Building & Construction Chapter 15.12: Sign Code)

[Signature]
Applicant's Signature

9/8/25
Date

FOR OFFICE USE ONLY

COPY OF APPLICATION EMAILED TO BUILDING DEPARTMENT ON: _____



20600 City Center Blvd.
Crest Hill, IL 60403
(815) 741-5100

Raymond R. Soliman, MAYOR

Christine Vershay-Hall, CITY CLERK

Temporary/Portable Sign Permit

NAME OF BUSINESS: Mr Auto Care
ADDRESS: 2424 Plainfield Rd Unit #500
PHONE: _____
APPLICANT'S NAME: Chris Maykuth

Will the sign be lighted? _____ Yes ☒ No (*PLEASE NOTE* The arrow on the sign cannot blink)

You are allowed to have 3 permits per calendar year. Each permit is good for 10 calendar days. The cost of each permit is \$25.00. No more than 3 permits will be issued in one calendar year per business, and no more than additional 6 permits may be issued with City Council approval.

Permit #: Office Use Only

Permit #1: From 10-15-25 to 10-24-25 Permit # TS-25-22
Permit #2: From 10-25-25 to 11-3-25 Permit # TS-25-23
Permit #3: From 11-4-25 to 11-13-25 Permit # TS-25-24

IT IS YOUR RESPONSIBILITY TO RENEW YOUR PERMIT IF YOU CHOOSE TO EXTEND IT. IF YOU DO NOT RENEW YOUR PERMIT, PLEASE REMOVE THE TEMPORARY SIGN FROM YOUR PROPERTY ONCE YOUR PERMIT HAS EXPIRED. ANY AND ALL SIGNS THAT ARE DISPLAYED WITHOUT THE PROPER PERMITS WILL BE ISSUED A TICKET AND ARE SUBJECT TO REMOVAL. ANY QUESTIONS PLEASE CONTACT CITY OF CREST HILL (815) 741-5100.
(Ordinance #805 and #1664, Title 15 Building & Construction Chapter 15.12: Sign Code)

Applicant's Signature

9/18/25
Date

FOR OFFICE USE ONLY

COPY OF APPLICATION EMAILED TO BUILDING DEPARTMENT ON: _____

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 09/01/2025,09/09/2025,09/16/2025

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
46	Republic Ser	0721-008565	AUG 2025 MONTHLY S	08/20/2025	121,004.86	121,004.86	25019	09/16/2025	825	80005300
Total 46:					121,004.86	121,004.86				
82	Vestis	6030443987	UNIFORMS FOR STP	08/27/2025	24.29	24.29	25039	09/16/2025	825	07085344
		6030443987	UNIFORMS FOR WATE	08/27/2025	13.02	13.02	25039	09/16/2025	825	07065344
		6030443990	UNIFORMS FOR FLEE	08/27/2025	15.59	15.59	25039	09/16/2025	825	01035344
		6030443990	UNIFORMS FOR STRE	08/27/2025	44.99	44.99	25039	09/16/2025	825	01035344
		6030443990	MATS FOR PUBLIC WO	08/27/2025	13.42	13.42	25039	09/16/2025	825	01045300
		6030443990	UNIFORMS FOR BUILD	08/27/2025	9.94	9.94	25039	09/16/2025	825	01045344
		6030443990	UNIFORMS FOR STP	08/27/2025	3.59	3.59	25039	09/16/2025	825	07085344
		6030445833	UNIFORMS FOR STP	09/03/2025	24.29	24.29	25039	09/16/2025	825	07085344
		6030445833	UNIFORMS FOR WATE	09/03/2025	13.02	13.02	25039	09/16/2025	825	07065344
		6030445836	UNIFORMS FOR FLEE	09/03/2025	12.17	12.17	25039	09/16/2025	825	01035344
		6030445836	UNIFORMS FOR STRE	09/03/2025	50.27	50.27	25039	09/16/2025	825	01035344
		6030445836	MATS FOR PUBLIC WO	09/03/2025	13.50	13.50	25039	09/16/2025	825	01045300
		6030445836	UNIFORMS FOR BUILD	09/03/2025	12.22	12.22	25039	09/16/2025	825	01045344
		6030445836	UNIFORMS FOR STP	09/03/2025	12.61	12.61	25039	09/16/2025	825	07085344
Total 82:					262.92	262.92				
171	Brent Hasser	1040	CONSULTNG SERVICE	09/02/2025	2,500.00	2,500.00	24970	09/16/2025	825	01105300
Total 171:					2,500.00	2,500.00				
187	Christopher	203913	CREST HILL BUSINES	09/04/2025	5,068.75	5,068.75	24972	09/16/2025	825	01035330
		203914	DESIGN-MCGILVERY A	09/04/2025	18,658.97	18,658.97	24972	09/16/2025	825	05005330
		203915	KNAPP DR TRAFFIC S	09/04/2025	27,030.00	27,030.00	24972	09/16/2025	825	13005330
		203916	DESIGN HILLCREST W	09/04/2025	4,954.47	4,954.47	24972	09/16/2025	825	12007602
		203917	2025 STREET PRGRA	09/04/2025	1,812.50	1,812.50	24972	09/16/2025	825	13007640
		203918	DESIGN SERVICES FO	09/04/2025	16,828.40	16,828.40	24972	09/16/2025	825	12007602
		203919	KELLY AND CORA CON	09/04/2025	4,837.26	4,837.26	24972	09/16/2025	825	13007640
		203920	HILLCREST WATER M	09/04/2025	1,030.64	1,030.64	24972	09/16/2025	825	12007620
Total 187:					80,220.99	80,220.99				
295	Clarke Enviro	001038157	MOSQUITO ABATEME	09/02/2025	4,023.00	4,023.00	24973	09/16/2025	825	01035300
Total 295:					4,023.00	4,023.00				
320	ComEd 9282	August 2025	ELECTRIC - VALVE STA	08/28/2025	26.82	26.82	24979	09/16/2025	825	07065353
Total 320:					26.82	26.82				
323	ComEd 2717	August 2025	1306-1/2 HARVEST DR	08/28/2025	31.14	31.14	24976	09/16/2025	825	07075353
Total 323:					31.14	31.14				
324	ComEd 5197	August 2025	ELECTRIC - 0 ROOT B	08/28/2025	31.14	31.14	24978	09/16/2025	825	07075353
Total 324:					31.14	31.14				
334	ComEd 3357	August 2025	STREET LIGHTS ON E	08/26/2025	219.86	219.86	24977	09/16/2025	825	01035351

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
					219.86	219.86				
485	Entenmann-	0190350-IN	RETIRED BADGE-WAL	08/27/2025	337.00	337.00	24983	09/16/2025	825	01025344
					337.00	337.00				
518	Experian	6000122644	EXPERIAN	08/31/2025	25.00	25.00	24985	09/16/2025	825	01025310
					25.00	25.00				
526	FedEx	8-968-89363	FEDEX EXPRESS SER	08/27/2025	71.04	71.04	24986	09/16/2025	825	01025310
					71.04	71.04				
532	Ferro Asphalt	12058	SURFACE - ROAD PAT	09/08/2025	366.00	366.00	24987	09/16/2025	825	01035400
					366.00	366.00				
610	Grainger	9622767094	HAND CLEANER	08/27/2026	124.10	124.10	24988	09/16/2025	825	01045400
					124.10	124.10				
638	Harmonic De	15642	FLEET- UNIT # 948 AN	09/03/2025	2,030.00	2,030.00	24991	09/16/2025	825	11007301
					2,030.00	2,030.00				
640	Hawkins Inc	7184225	WATER CHEMICALS	08/25/2025	7,419.49	7,419.49	24992	09/16/2025	825	07065421
		CM#7190440	WATER MAINTENANC	09/05/2025	1,548.75-	1,548.75-	24992	09/16/2025	825	07065361
					5,870.74	5,870.74				
745	Illinois Homic	2025A-0085	2025 CONFERENCE-H	09/01/2025	295.00	295.00	24994	09/16/2025	825	01025341
					295.00	295.00				
755	Illinois Tactic	10737	2014 ITOA CONFEREN	09/02/2025	1,130.00	1,130.00	24995	09/16/2025	825	01025341
					1,130.00	1,130.00				
849	Kirwan Mech	i77776	QUARTERLY HVAC MA	08/27/2025	3,030.00	3,030.00	24998	09/16/2025	825	07085366
					3,030.00	3,030.00				
873	LAI LLC	25-62368	WEMCO MODEL CF3 I	08/22/2025	3,500.00	3,500.00	25002	09/16/2025	825	07085366
					3,500.00	3,500.00				
958	Meade, Inc.	713937	TRAFFIC SIGNAL MAIN	08/29/2025	216.74	216.74	25005	09/16/2025	825	01035300
		713937	TRAFFIC SIGNAL MAIN	08/29/2025	216.74	216.74	25005	09/16/2025	825	01035300
		713937	TRAFFIC SIGNAL MAIN	08/29/2025	216.74	216.74	25005	09/16/2025	825	01035300
		714077	EMERGENCY ROADW	09/04/2025	304.11	304.11	25005	09/16/2025	825	01035351
					954.33	954.33				
961	Menards	93070	BUILDING MAINTENAN	08/28/2025	75.38	75.38	25006	09/16/2025	825	01045400
		93383	BUILDING MAINTENAN	09/04/2025	167.68	167.68	25006	09/16/2025	825	01045400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		93390	TRASH CANS	09/04/2025	103.41	103.41	25006	09/16/2025	825	01108001
		93390	COOLER	09/04/2025	89.99	89.99	25006	09/16/2025	825	01108001
		93390	PW SUPPLIES	09/04/2025	76.96	76.96	25006	09/16/2025	825	01035400
Total 961:					513.42	513.42				
986	Allegra Joliet	140805	REGULAR SECURITY	08/15/2025	243.00	243.00	24968	09/16/2025	825	01105321
		140958	#10 WINDOW ENVELO	08/15/2025	760.40	760.40	24968	09/16/2025	825	01105321
Total 986:					1,003.40	1,003.40				
991	MOE Fringe	October 2025	OCTOBER 2025	09/01/2025	6,716.60	6,716.60	449	09/01/2025	825	01034200
		October 2025	OCTOBER 2025	09/01/2025	6,106.00	6,106.00	449	09/01/2025	825	01074200
		October 2025	OCTOBER 2025	09/01/2025	1,526.50	1,526.50	449	09/01/2025	825	01124200
		October 2025	OCTOBER 2025	09/01/2025	4,579.50	4,579.50	449	09/01/2025	825	07064200
		October 2025	OCTOBER 2025	09/01/2025	2,442.40	2,442.40	449	09/01/2025	825	07074200
		October 2025	OCTOBER 2025	09/01/2025	4,579.50	4,579.50	449	09/01/2025	825	07084200
		October 2025	OCTOBER 2025	09/01/2025	4,579.50	4,579.50	449	09/01/2025	825	07094200
		October 2025	OCTOBER 2025	09/01/2025	2,442.40	2,442.40	449	09/01/2025	825	01114200
		October 2025	OCTOBER 2025	09/01/2025	610.60	610.60	449	09/01/2025	825	07094200
		October 2025	OCTOBER 2025	09/01/2025	2,402.40	2,402.40	449	09/01/2025	825	01034200
		October 2025	OCTOBER 2025	09/01/2025	1,001.00	1,001.00	449	09/01/2025	825	01044200
		October 2025	OCTOBER 2025	09/01/2025	500.50	500.50	449	09/01/2025	825	01124200
		October 2025	OCTOBER 2025	09/01/2025	1,001.00	1,001.00	449	09/01/2025	825	01164200
		October 2025	OCTOBER 2025	09/01/2025	800.80	800.80	449	09/01/2025	825	07064200
		October 2025	OCTOBER 2025	09/01/2025	800.80	800.80	449	09/01/2025	825	07074200
		October 2025	OCTOBER 2025	09/01/2025	800.80	800.80	449	09/01/2025	825	07084200
		October 2025	OCTOBER 2025	09/01/2025	1,701.70	1,701.70	449	09/01/2025	825	07094200
		October 2025	OCTOBER 2025	09/01/2025	2,002.00	2,002.00	449	09/01/2025	825	01024200
		October 2025	OCTOBER 2025	09/01/2025	3,403.40	3,403.40	449	09/01/2025	825	01034200
		October 2025	OCTOBER 2025	09/01/2025	4,004.00	4,004.00	449	09/01/2025	825	01044200
		October 2025	OCTOBER 2025	09/01/2025	1,001.00	1,001.00	449	09/01/2025	825	01124200
		October 2025	OCTOBER 2025	09/01/2025	2,002.00	2,002.00	449	09/01/2025	825	01164200
		October 2025	OCTOBER 2025	09/01/2025	1,101.10	1,101.10	449	09/01/2025	825	07064200
		October 2025	OCTOBER 2025	09/01/2025	700.70	700.70	449	09/01/2025	825	07074200
		October 2025	OCTOBER 2025	09/01/2025	1,801.80	1,801.80	449	09/01/2025	825	07094200
		September 2	SEPTEMBER 2025	09/01/2025	1,201.20	1,201.20	449	09/01/2025	825	01034200
		September 2	SEPTEMBER 2025	09/01/2025	200.20	200.20	449	09/01/2025	825	07064200
		September 2	SEPTEMBER 2025	09/01/2025	600.60	600.60	449	09/01/2025	825	07094200
Total 991:					60,610.00	60,610.00				
1065	Nicor 95-25-4	August 2025	WELL #1 NICOR	09/02/2025	162.99	162.99	25013	09/16/2025	825	07065350
Total 1065:					162.99	162.99				
1066	Nicor 08-01-5	August 2025	WELL #7 NICOR GAS	09/02/2025	156.52	156.52	25010	09/16/2025	825	07065350
Total 1066:					156.52	156.52				
1067	Nicor 89-80-1	August 2025	EAST PLANT NICOR	09/02/2025	307.88	307.88	25012	09/16/2025	825	07085350
Total 1067:					307.88	307.88				
1196	R&R Septic	25-2367	PUMP TRUCK TO MOV	09/03/2025	750.00	750.00	25015	09/16/2025	825	07085373

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1196:					750.00	750.00				
1214	Reasonable	11857	TREE REMOVAL	08/27/2025	1,295.00	1,295.00	25018	09/16/2025	825	01035300
Total 1214:					1,295.00	1,295.00				
1237	Robinson En	25080078	RESEARCH & CORRE	08/07/2025	295.75	295.75	25020	09/16/2025	825	01165300
		25080378	RICH FOODS - PRETR	08/21/2025	426.50	426.50	25020	09/16/2025	825	07075330
		25080386	GIS DATA MAINTENAN	08/22/2025	4,751.50	4,751.50	25020	09/16/2025	825	07065301
		25080387	WASTEWATER PRETR	08/22/2025	3,015.00	3,015.00	25020	09/16/2025	825	07075330
		25080388-LK	STORMWATER REVIE	08/22/2025	688.00	688.00	25020	09/16/2025	825	01165330
Total 1237:					9,176.75	9,176.75				
1243	Ray OHerron	2430576	UNIFORM-CERCONE	08/27/2025	285.49	285.49	25016	09/16/2025	825	01025344
		2430577	UNIFORM EQUIPMENT	08/27/2025	315.49	315.49	25016	09/16/2025	825	01025344
Total 1243:					600.98	600.98				
1249	Rush Truck C	3043019870	FLEET- VAC TRUCK P	09/02/2025	128.40	128.40	25021	09/16/2025	825	01075410
Total 1249:					128.40	128.40				
1257	Safelite Auto	05561-74899	FLEET- UNIT # 9 WIND	08/27/2025	785.22	785.22	25022	09/16/2025	825	01075400
Total 1257:					785.22	785.22				
1283	SEECO Con	19969	WEST PLANT REPORT	07/31/2025	6,383.00	6,383.00	25023	09/16/2025	825	35007512
		5918	THEODORE AT KELLY	08/26/2025	2,400.00	2,400.00	25024	09/16/2025	825	13007640
Total 1283:					8,783.00	8,783.00				
1302	Shorewood H	01-483702	FLEET- UNIT #221 MO	08/28/2025	173.28	173.28	25026	09/16/2025	825	01075400
		01-484460	CHAINSAW BLADES	09/03/2025	215.92	215.92	25026	09/16/2025	825	01035400
		01-484461	FLEET- UNIT # 311 WIN	09/03/2025	278.90	278.90	25026	09/16/2025	825	01075400
Total 1302:					668.10	668.10				
1326	Ray Soliman	September 2	MONTHLY GAS MILEA	08/27/2025	50.00	50.00	25017	09/16/2025	825	01015342
Total 1326:					50.00	50.00				
1336	Spesia & Tayl	824336	GENERAL CORPORAT	08/19/2025	13,184.50	13,184.50	25027	09/16/2025	825	01105302
		824337	GPWC/LAKE MICHIGA	08/19/2025	559.00	559.00	25027	09/16/2025	825	07065332
Total 1336:					13,743.50	13,743.50				
1366	Stewart Spre	4438	TRANSFER OF LIQUID	09/08/2025	4,084.92	4,084.92	25028	09/16/2025	825	07085373
Total 1366:					4,084.92	4,084.92				
1379	Suburban La	GA5004308	DRINKING WATER LAB	09/02/2025	792.00	792.00	25030	09/16/2025	825	07065306
		GA5004451	WEST AND EAST NP	09/02/2025	1,526.00	1,526.00	25030	09/16/2025	825	07085306
Total 1379:					2,318.00	2,318.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1392	SWAHM	September 2	SWAHM 09-2025	09/01/2025	106,576.18	106,576.18	450	09/01/2025	825	01002438
Total 1392:					106,576.18	106,576.18				
1425	Third Millenni	33189	COCH UTILITY BILL RE	07/23/2025	1,744.52	1,744.52	25033	09/16/2025	825	07095321
		33300	COCH UTILITY BILL RE	08/26/2025	419.01	419.01	25033	09/16/2025	825	07095321
Total 1425:					2,163.53	2,163.53				
1452	TransUnion	306605-2025	TRANSUNION	09/01/2025	75.00	75.00	25034	09/16/2025	825	01025310
Total 1452:					75.00	75.00				
1498	Uline	196910618	WATER SAMPLE SUPP	08/20/2025	221.26	221.26	25035	09/16/2025	825	07065332
		197354572	JERRICAN	09/02/2025	99.75	99.75	25035	09/16/2025	825	07065332
Total 1498:					321.01	321.01				
1521	USABlueBoo	INV0081861	CHEMKEY	09/04/2025	1,626.75	1,626.75	25036	09/16/2025	825	07065420
		INV0081867	STP LAB SUPPLIES	09/04/2025	933.72	933.72	25036	09/16/2025	825	07085420
		INV0081879	CHEMKEY	09/04/2025	1,861.20	1,861.20	25036	09/16/2025	825	07065420
Total 1521:					4,421.67	4,421.67				
1548	Verizon Wirel	6121747700	MONTHLY STATEMENT	08/23/2025	1,381.02	1,381.02	25037	09/16/2025	825	01065350
Total 1548:					1,381.02	1,381.02				
1549	Verizon Wirel	6122448236	VERIZON WIRELESS S	09/01/2025	36.01	36.01	25038	09/16/2025	825	01065350
		6122448236	VERIZON WIRELESS S	09/01/2025	2,019.56	2,019.56	25038	09/16/2025	825	01105350
		6122448236	VERIZON WIRELESS S	09/01/2025	473.68	473.68	25038	09/16/2025	825	07065350
		6122448236	VERIZON WIRELESS S	09/01/2025	161.14	161.14	25038	09/16/2025	825	07075350
		6122448236	VERIZON WIRELESS S	09/01/2025	161.15	161.15	25038	09/16/2025	825	07085350
Total 1549:					2,851.54	2,851.54				
1589	Wescom	20251007	WESCOM DISPATCH S	09/03/2025	24,515.79	24,515.79	25041	09/16/2025	825	01025307
Total 1589:					24,515.79	24,515.79				
1605	Will County R	August 2025	WATER LIENS/RELEAS	09/02/2025	104.00	104.00	25042	09/16/2025	825	01125300
		August 2025	WEED LIENS/RELEAS	09/02/2025	104.00	104.00	25042	09/16/2025	825	01115325
Total 1605:					208.00	208.00				
1694	Nicor 13-03-7	August 2025	PW NICOR	09/02/2025	180.96	180.96	25011	09/16/2025	825	01035351
Total 1694:					180.96	180.96				
1740	KONE Inc.	1158987435	ELEVATOR MAINTENA	08/20/2025	1,995.44	1,995.44	24999	09/16/2025	825	01045360
Total 1740:					1,995.44	1,995.44				
1749	AEP Energy	3013134305	MONTHLY STATEMENT	09/03/2025	15,958.37	15,958.37	24966	09/16/2025	825	01035351
Total 1749:					15,958.37	15,958.37				

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1778	Konica Minolt	9010557159	ADMIN. COPY MACHIN	08/14/2025	305.04	305.04	25000	09/16/2025	825	01107500
Total 1778:					305.04	305.04				
1795	Konica Minolt	562567628	KONICA COPY MACHI	08/19/2025	436.00	436.00	25001	09/16/2025	825	01107500
Total 1795:					436.00	436.00				
1950	Pure Water P	2098169	PAPER STATEMENT F	06/28/2025	3.00	3.00	25014	09/16/2025	825	01035401
		2174931	WATER FOR PW	08/29/2025	65.00	65.00	25014	09/16/2025	825	01035401
		2174931	WATER FOR WEST PL	08/29/2025	47.50	47.50	25014	09/16/2025	825	07085401
Total 1950:					115.50	115.50				
1953	Amazon Capi	1C1Q-V4TV-	CANON WASTE TONE	08/21/2025	72.28	72.28	24969	09/16/2025	825	01105401
		1CQK-LH6G-	FLEET- OBD2 BRACK	09/02/2025	2.00	2.00	24969	09/16/2025	825	01075400
		1CX4-D4MK-	CLIPBOARD	08/25/2025	4.70	4.70	24969	09/16/2025	825	01165401
		1DFD-HVLH-	STREET- VALVE BOX	09/02/2025	164.53	164.53	24969	09/16/2025	825	01035400
		1DQ7-DGPF-	POSTER FRAMES FOR	08/29/2025	80.99	80.99	24969	09/16/2025	825	01165401
		1DYJ-TTP4-	TAPE DISPENSER W/T	08/25/2025	10.49	10.49	24969	09/16/2025	825	01165401
		1DYJ-TTP4-	PENS	08/25/2025	6.19	6.19	24969	09/16/2025	825	01165401
		1G1P-6LWF-	TOILET BOWL CLEANE	09/01/2025	39.39	39.39	24969	09/16/2025	825	01045400
		1G44-71WN-	PRINTER CABLE	09/08/2025	7.70	7.70	24969	09/16/2025	825	01035401
		1H9L-M7RR-	HAND SOAP	09/05/2025	180.54	180.54	24969	09/16/2025	825	01045400
		1J9W-KRWJ-	CAOPY PAPER	09/07/2025	40.96	40.96	24969	09/16/2025	825	07085401
		1J9W-KRWJ-	SOAP DISPENSERS	09/07/2025	15.87	15.87	24969	09/16/2025	825	01045400
		1J9W-KRWJ-	RUBBER MAT	09/07/2025	32.19	32.19	24969	09/16/2025	825	01045400
		1JKR-HQ1F-	GRAND OPENING RIB	08/25/2025	68.00	68.00	24969	09/16/2025	825	01165324
		1JKR-HQ1F-	BLUE RIBBON	08/25/2025	9.49	9.49	24969	09/16/2025	825	01165324
		1LPQ-TWGP	FLEET- POLICE DRON	09/02/2025	145.52	145.52	24969	09/16/2025	825	01025400
		1NCM-4CGN	POLICE- DRONE NOTI	08/28/2025	382.25	382.25	24969	09/16/2025	825	01025400
		1PCW-6Q9L-	FLEET- POLICE CONE	08/30/2025	296.80	296.80	24969	09/16/2025	825	01075400
		1T9W-JVKG-	SUPPLIES	09/04/2025	178.68	178.68	24969	09/16/2025	825	01105401
		1TDT-GW6W	FLEET- POLICE REAR	09/02/2025	367.23	367.23	24969	09/16/2025	825	01075400
		1VLP-4NV6-	NEIGHBORS NIGHT O	08/26/2025	74.74	74.74	24969	09/16/2025	825	01025402
		1WPK-3XRL-	FILE FOLDERS/USB FL	09/03/2025	64.63	64.63	24969	09/16/2025	825	01025401
		1WXX-CNM	TABLECLOTH CLIPS	09/08/2025	15.99	15.99	24969	09/16/2025	825	01045400
		1WXX-CNM	PLASTIC TABLECLOTH	09/08/2025	37.99	37.99	24969	09/16/2025	825	01045400
		1WXX-CNM	PAPER TOWELS	09/08/2025	31.83	31.83	24969	09/16/2025	825	01035400
		1YCX-NMP4-	CALENDAR	09/08/2025	22.95	22.95	24969	09/16/2025	825	01035401
		1YCX-NMP4-	CALENDAR	09/08/2025	11.47	11.47	24969	09/16/2025	825	07065401
		1YCX-NMP4-	CALENDAR	09/08/2025	11.48	11.48	24969	09/16/2025	825	07085401
		1YM4-WH9R	LEGAL NOTEPADS	08/25/2025	45.98	45.98	24969	09/16/2025	825	01105401
		1YM4-WH9R	KLEENEX	08/25/2025	39.99	39.99	24969	09/16/2025	825	01105401
		1YW7-F6KL-	PRINTER CABLE-CUP	08/27/2025	68.34	68.34	24969	09/16/2025	825	01025400
		1YW7-F6KL-	MAGAZINE AND HAND	08/27/2025	40.31	40.31	24969	09/16/2025	825	01025344
		CM#1JLT-R3	REFUND FLOOR CLEA	09/04/2025	55.00-	55.00-	24969	09/16/2025	825	01045400
		CM#1XHV-Q	CREDIT FOR BROKEN	09/01/2025	10.49-	10.49-	24969	09/16/2025	825	01165401
Total 1953:					2,506.01	2,506.01				
1971	Graybar Fina	18924184	PHONE SYSTEM MON	08/26/2025	2,110.85	2,110.85	24989	09/16/2025	825	01105350
Total 1971:					2,110.85	2,110.85				
1977	AIS Inc	94470	IT MONITOR, KEYBOA	08/28/2025	479.30	479.30	24967	09/16/2025	825	01065400
		94506	MERAKI LICENSE	09/03/2025	1,600.00	1,600.00	24967	09/16/2025	825	01065301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1977:					2,079.30	2,079.30				
1992	Vissering Co	Change Orde	WSTP CHANGE ORDE	08/13/2025	127,228.00	127,228.00	25040	09/16/2025	825	35007512
Total 1992:					127,228.00	127,228.00				
2019	H&H Electric	46999	EVP REPAIR DIVSION	08/16/2025	16,664.55	16,664.55	24990	09/16/2025	825	05005300
Total 2019:					16,664.55	16,664.55				
2043	Donald E. Mo	August 2025	MORRIS INVOICE AUG	08/29/2025	895.00	895.00	24982	09/16/2025	825	01165300
Total 2043:					895.00	895.00				
2071	ComEd 0904	August 2025	CITY CENTER STREET	08/26/2025	126.55	126.55	24975	09/16/2025	825	01035351
Total 2071:					126.55	126.55				
2073	David Strahl	74	HOURS FOR DAVID ST	09/01/2025	3,635.78	3,635.78	24981	09/16/2025	825	01105300
Total 2073:					3,635.78	3,635.78				
2074	MGT Impact	MGT37185	HOURS FOR JULIUS H	08/31/2025	18,560.00	18,560.00	25007	09/16/2025	825	01105300
		MGT37234	HOURS FOR BRIAN B	08/31/2025	9,677.31	9,677.31	25007	09/16/2025	825	01105300
Total 2074:					28,237.31	28,237.31				
2112	Castellanos	913 NNO 20	NEIGHBOR'S NIGHT O	08/29/2025	1,307.00	1,307.00	24971	09/16/2025	825	01025402
Total 2112:					1,307.00	1,307.00				
2115	Convergint	74281	SYSTEM INSPECTION	09/01/2025	5,418.00	5,418.00	24980	09/16/2025	825	01045360
		74281	SERVICE AGREEMENT	09/01/2025	3,960.00	3,960.00	24980	09/16/2025	825	01045360
Total 2115:					9,378.00	9,378.00				
2148	Lyons Electri	31839	LED FIXTURE REPLAC	08/20/2025	728.00	728.00	25003	09/16/2025	825	07085366
Total 2148:					728.00	728.00				
2161	Nicholas Hiet	Clothing Allo	FY 26 CLOTHING REIM	08/22/2025	47.97	47.97	25009	09/16/2025	825	01034107
Total 2161:					47.97	47.97				
2165	TEST Inc and	90425200	OPERATOR SERVICES	09/03/2025	6,500.00	6,500.00	25032	09/16/2025	825	07085300
Total 2165:					6,500.00	6,500.00				
2168	Hoerr Constr	125-286 Pay	2024 SANTIARY SEWE	09/08/2025	28,786.28	28,786.28	24993	09/16/2025	825	07075330
Total 2168:					28,786.28	28,786.28				
2174	Sustainable	082425	RON MENTZER PROF	08/29/2025	5,721.25	5,721.25	25031	09/16/2025	825	01165300
Total 2174:					5,721.25	5,721.25				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
2187	Strada Const	18-871 2237	2025 MFT CONCRETE	07/30/2025	200,000.00	200,000.00	25029	09/16/2025	825	05007640
		18-871 2237	WATER MAIN BREAK-C	07/30/2025	32,512.00	32,512.00	25029	09/16/2025	825	07065430
Total 2187:					232,512.00	232,512.00				
2188	J.T. Landscap	4351	BROADWAY LANDSCA	08/09/2025	600.00	600.00	24996	09/16/2025	825	01035300
		4351	CITY HALL LANDSCAPI	08/09/2025	487.50	487.50	24996	09/16/2025	825	01035300
Total 2188:					1,087.50	1,087.50				
2194	Michael Sepi	Clothing Allo	FY 26 CLOTHING REIM	08/24/2025	54.23	54.23	25008	09/16/2025	825	01034107
		Clothing Allo	FY 26 CLOTHING REIM	08/25/2025	21.68	21.68	25008	09/16/2025	825	01034107
		Clothing Allo	FY 26 CLOTHING REIM	08/26/2025	32.39	32.39	25008	09/16/2025	825	01034107
Total 2194:					108.30	108.30				
2199	Shamrock Fir	2026078	EMERGENCY FIRE SU	08/22/2025	1,520.00	1,520.00	25025	09/16/2025	825	07085366
		2026092	EMERGENCY FIRE SU	08/26/2025	3,535.00	3,535.00	25025	09/16/2025	825	07085366
Total 2199:					5,055.00	5,055.00				
2201	John Delort a	1535	REPAIR DAMAGED SID	08/25/2025	75.00	75.00	24997	09/16/2025	825	07065300
Total 2201:					75.00	75.00				
2202	Environment	10489	WASTEWATER FILAME	03/25/2025	375.00	375.00	24984	09/16/2025	825	07085306
Total 2202:					375.00	375.00				
2203	Marking Spe	28621-0722	2025 MFT PAVEMENT	07/22/2025	35,215.60	35,215.60	25004	09/16/2025	825	05005400
Total 2203:					35,215.60	35,215.60				
2205	Vivid Outdoor	Deposit-886	OUTDOOR LIGHTING	09/09/2025	12,800.00	12,800.00	24965	09/09/2025	825	01108001
Total 2205:					12,800.00	12,800.00				
2206	ComEd 0144	April 2025	ELEC. GATEWAY SIGN	08/19/2025	8.30	8.30	24974	09/16/2025	825	01105350
		August 2025	ELEC. GATEWAY SIGN	08/25/2025	38.04	38.04	24974	09/16/2025	825	01105350
		July 2025	ELEC. GATEWAY SIGN	08/22/2025	37.02	37.02	24974	09/16/2025	825	01105350
		June 2025	ELEC. GATEWAY SIGN	08/21/2025	46.80	46.80	24974	09/16/2025	825	01105350
		May 2025	ELEC. GATEWAY SIGN	08/20/2025	122.02	122.02	24974	09/16/2025	825	01105350
Total 2206:					252.18	252.18				
Grand Totals:					1,016,129.50	1,016,129.50				

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 09/01/2025,09/09/2025,09/16/2025