



## City Council Work Session

Crest Hill, IL

November 24, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

## Agenda

### MAYOR

### CLERK

### TREASURER

### CITY ADMINISTRATOR

### ECONOMIC DEVELOPMENT DEPARTMENT

1. Discuss and Provide Direction on the Ryan Dr. & Weber Rd. Traffic Signal Relocation and Investigating Alternative Options to Improve Safety at the Intersection of McGilvary Dr. & Weber Rd.
2. 2227 Parkrose Street (Stanley Gustafson Park ) - Plat of Subdivision, Special Use, City Code and Zoning Ordinance Variations

### ENGINEERING DEPARTMENT

1. A Resolution for a Professional Services Agreement for Design Engineering Services for the Theodore Retaining Wall Replacement between Knapp and Barthelone by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd in the amount of \$39,690.00
2. A Resolution for a Professional Services Agreement for a Four-Year Water System Generator Replacement Program-Design Services by and Between the City of Crest Hill, Will County, Illinois and Strand and Associates, Inc. in the amount of \$202,000.00
3. Resolution Approving an Agreement for the Installation of a Maintenance Access Road Adjacent to the E.J. E Railroad Property from the City Property Located at Oakland/ Caton Farm Rd to the City's Existing Diversion Structure by and Between the City of Crest Hill, Will County, Illinois and John R Russ and Company Inc. for an Amount of \$28,001.00
4. Resolution Approving a Professional Service Agreement for the WY2025 Water Audits and non-Revenue Water Reduction Consultation by and between the City of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an Amount of \$29,000.00

- [5.](#) A Resolution Approving the Adaption of a Complete Streets Policy

**POLICE DEPARTMENT**

**PUBLIC WORKS DEPARTMENT**

- [1.](#) Wonderware and Dell Support Renewals

**PUBLIC COMMENT**(Limit 3 minutes per person)

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.



## City Council Work Session Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 24, 2025
<b>Submitter:</b>	Daniel Ritter, AICP, Community & Economic Development Director Ronald J Wiedeman, City Engineer
<b>Department:</b>	Community & Economic Development and Engineering Department
<b>Agenda Item:</b>	Discuss and Provide Direction on the Ryan Dr. & Weber Rd. Traffic Signal Relocation and Investigating Alternative Options to Improve Safety at the Intersection of McGilvary Dr. & Weber Rd.

### Summary/Background:

The City Council previously directed staff to explore relocating the existing signal from Ryan Drive & Weber Road, south to McGilvary Drive & Weber Road. The main issue and purpose for this direction was due to difficult turns at McGilvary Drive, which handles a lot of residential traffic from the subdivisions to the east. Specifically, the left-hand turns for residents to go south on Weber Road are difficult due to the number of lanes and turns. The difficulty in making left turns leads to delays and back-ups during peak weekday hours.

Following that direction, the City Engineer initiated discussions with Will County Division of Transportation, which has jurisdiction over Weber Road and the signal. After initial pushback, the county agreed to allow the potential relocation of the signal based on a traffic study and an approved County Variance. Based on those discussions with Will County, the city has pursued engineering designs for the signal and necessary roadway changes. The City Engineer has received an initial design and review from the county. The design is close to a final set that can be permitted and has received initial cost estimates. However, the extent of the proposed changes to the roadway geometry, signal location, private site entrances, and required 90-day temporary traffic signals at Ryan Dr. (discussed at the June 17, 2024 council meeting) has made the total cost more significant than what was initially estimated. Initial estimates to complete this work were estimated at \$750,000, with savings of around \$200,000-\$300,000 due to using some of the existing traffic signal equipment. Based on the latest detailed designs, the initial construction cost estimate is around \$1.5 million.

The proposed changes include making the existing signalized intersection at Ryan Dr into a limited-access intersection. Initially, the county had required this to be converted to a right-in/right-out only. However, after discussions with the City, they did allow left-ins as well, but would still restrict left-outs. Additionally, the medical office building and adjacent shopping center would have the right-in/right-out access on McGilvary Dr eliminated. Most traffic going to the existing office building and strip center would need to enter through the rear of the property and loop around to the front of the buildings, which will have a potential to further impact access to the existing strip center.

Economic Development Effects:

Without the signal at Ryan Drive, access to vacant commercial lots (and vacant former bank building) along Weber Road and Renwick Road will be reduced. These lots have good visibility and high daily traffic counts at a busy intersection. The lots are located to potentially attract national commercial/retail brands that prefer visible outlots. However, these lots already have limited access through the private interior ring road and the only adjacent signalized intersection at Ryan Drive & Weber Road. Without the adjacent signalized intersection, the current commercial and development potential of the vacant lots would be negatively impacted. The interest in the vacant lots (and vacant bank site) has already been directly impacted as prospective users and developers want to know the final decision for the signal before pursuing any future contracts or investments.

Additionally, the Seasons at Crest Hill multi-family development went through a Concept Review meeting on 11/17/25 and was given positive feedback from the council to pursue a PUD at that location for a 260-unit luxury apartment community. The development would increase traffic at the signal and area as well. This development will greatly improve the economics of the existing strip center business and the development of the vacant commercial lots with an adjacent younger residential population. A signal relocation would cause concern for the developer, who sees it as a main entrance/exit to their proposed development due to the high Weber Road traffic volumes. The developer is already in the process of pursuing a traffic impact and signal warrant study that would show the need for the existing signal location. If the signal was relocated, it is staff's opinion that it would negatively affect the currently proposed development as well as the positive effects it would have on the existing and future commercial sites that surround it.

Existing Traffic Flow Effects:

Residents and visitors have the option to utilize the signal at Ryan Dr. or the unsignalized McGilvary Dr. to go south on Weber Rd. With the proposed relocation of the Ryan Dr. signal, it would push future commercial and residential traffic that is looking to go south from the Seasons at Crest Hill development, or any future development, through the existing residential neighborhood of the Remington Lakes Subdivision to the relocated traffic signal, which will produce more traffic along Ontario Street. Ontario Street and the Remington Lakes Subdivision were not designed for regular "through" traffic to navigate through, and likely to affect those residents living off it. Additionally, due to only one option to go south on Weber Rd and restrictions on the signals' timing, it may still mean long waits at peak times.

Alternative Options and County Discussion:

With the full scope, cost, and potential negative impacts of the signal relocation as noted above, staff recommend investing in alternative options to improve the situation. Staff can work with Will County DOT to investigate other changes or projects that might be less costly and still improve safety at the intersection of McGilvary Dr. and Weber Road.

**Recommended Council Action:**

Discuss and Provide Direction on the Ryan Dr. & Weber Rd. Traffic Signal Relocation and Investigating Alternative Options to Improve Safety at the Intersection of McGilvary Dr. & Weber Rd.

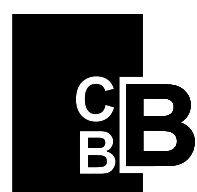
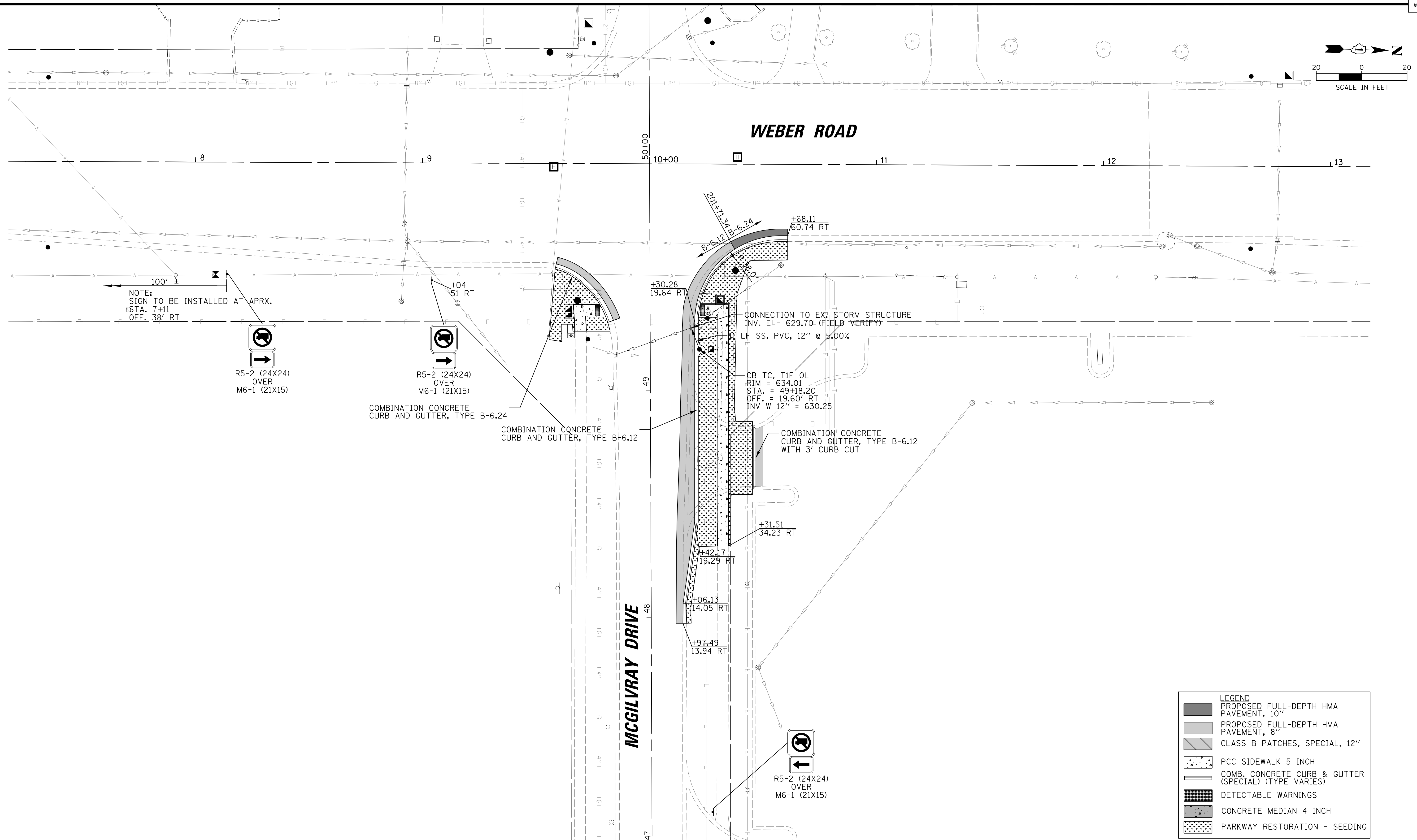
Attachments:

- A. Weber Rd & Ryan Dr Signal Relocate Map
- B. Preliminary Weber Rd/ McGilvary Dr Signal Relocation Geometric and Roadway Plans
- C. Initial Signal Relocation Cost Estimate (based on 2026 Construction Estimates)



Weber Rd & Ryan Dr Signal Relocate Map – 11/24/2025





**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
16221 W. 159th Street, Suite 201  
Lockport, Illinois 60441  
(815) 770-2850

CLIENT:



**CITY OF CREST HILL**  
20600 CITY CENTER BOULEVARD  
CREST HILL, IL 60403

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TITLE:

**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PROPOSED ROADWAY PLAN  
MCGILVRAY DRIVE**

PROJ. NO. 240070

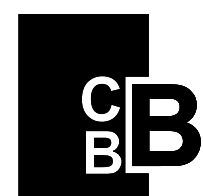
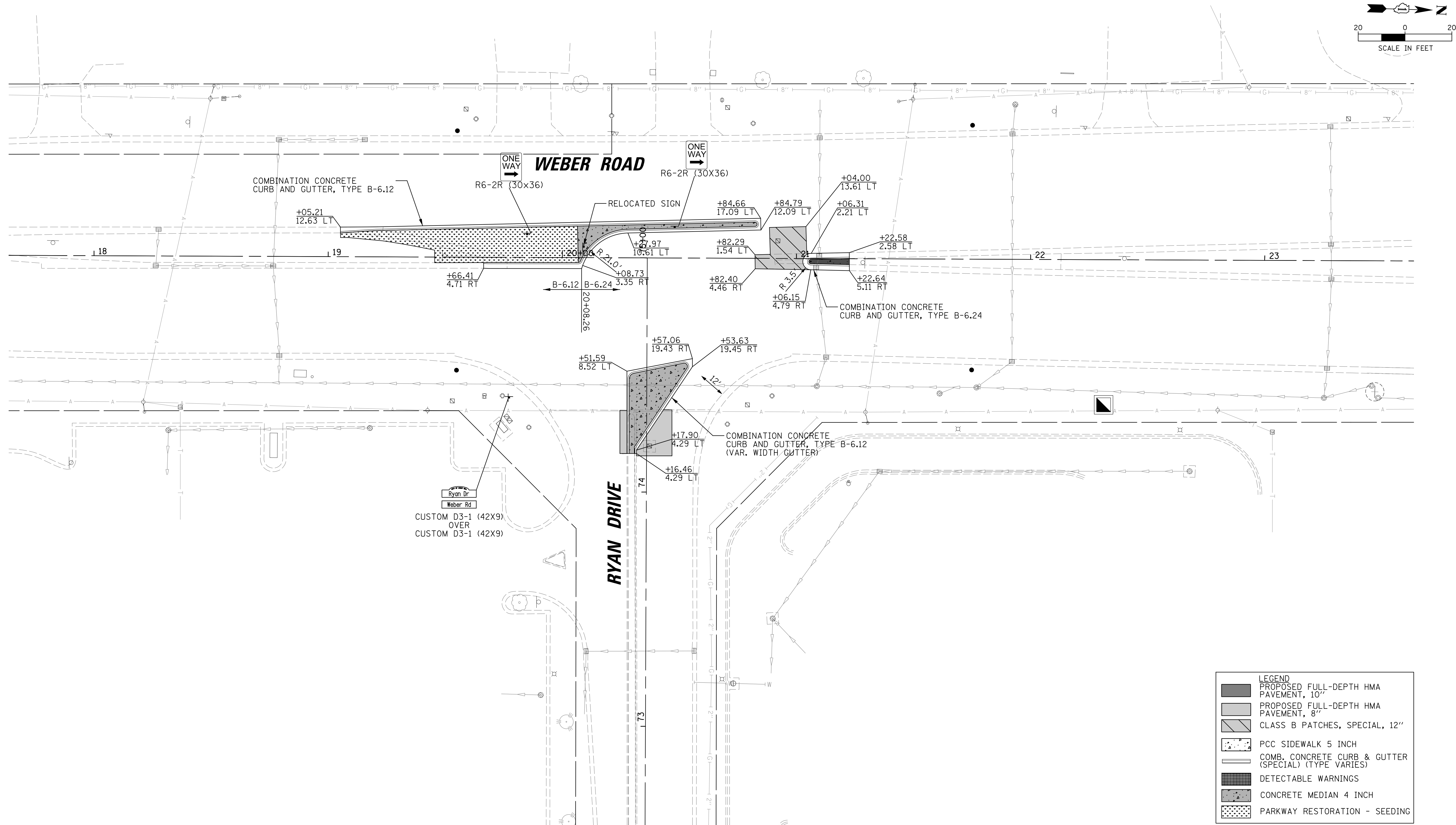
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SHEET 9 OF 49

DRAWING NO.

**PLN-1**





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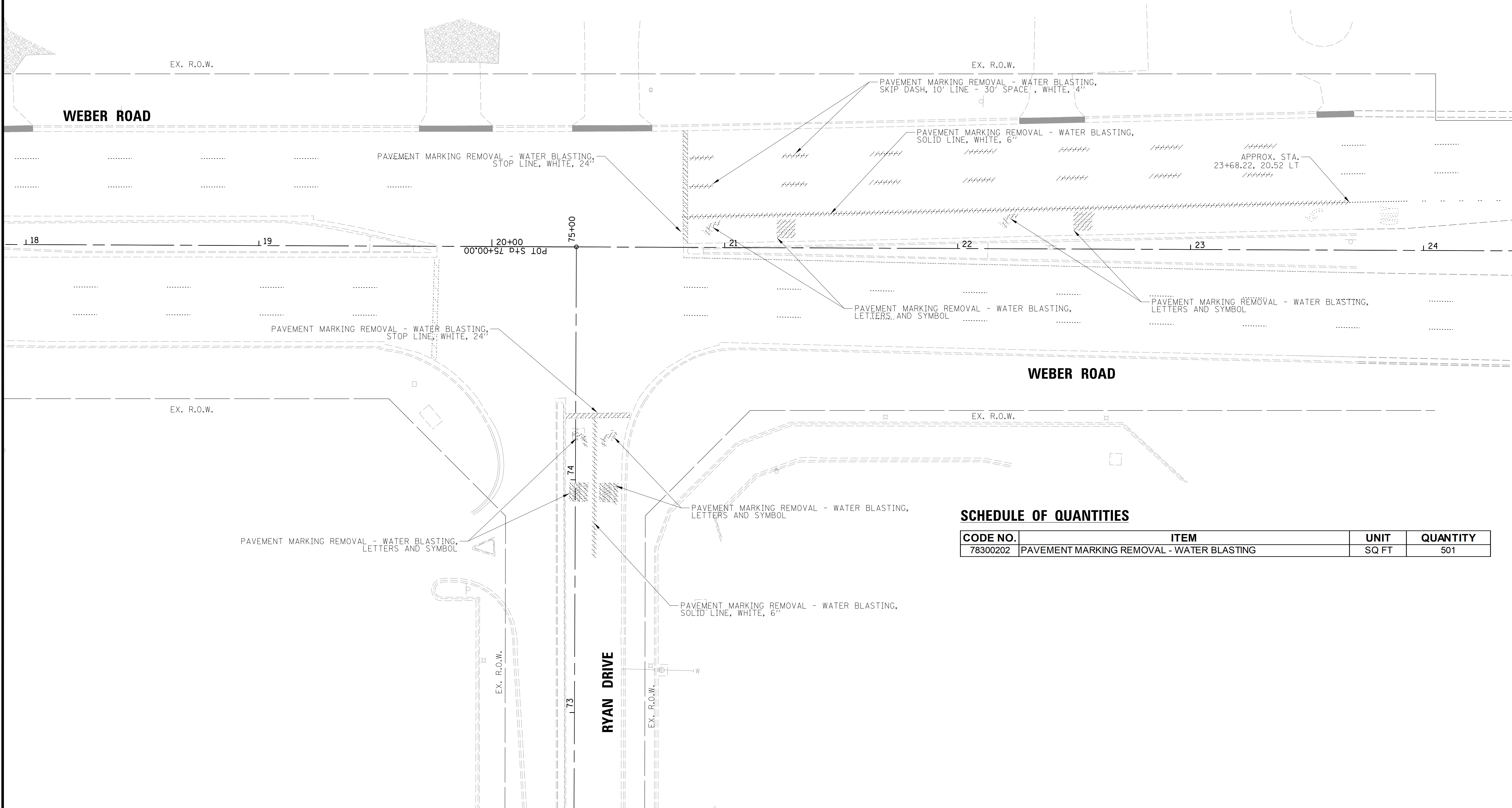
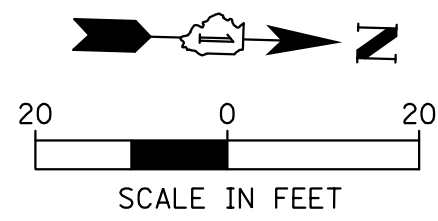
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TITLE:

**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PROPOSED ROADWAY PLAN  
RYAN DRIVE**

PROJ. NO. 240070  
DATE: 10/13/2025  
SHEET 10 OF 49  
DRAWING NO.  
**PLN-2**



SCHEDULE OF QUANTITIES

CODE NO.	ITEM	UNIT	QUANTITY
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	501



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CREST HILL, IL 60403

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TITLE:

**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PAVEMENT MARKING REMOVAL PLAN  
WEBER ROAD AND RYAN DRIVE**

PROJ. NO. 240070

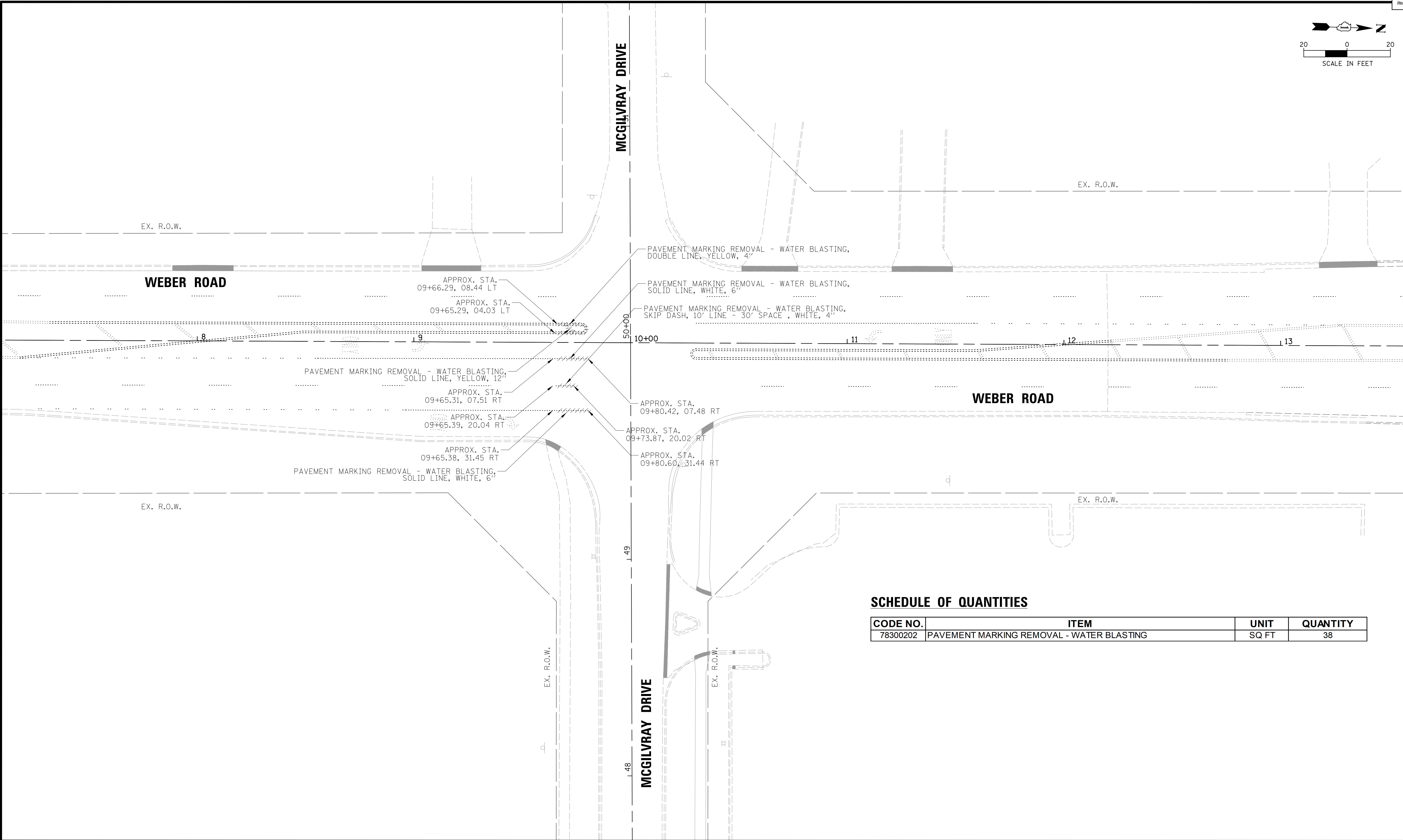
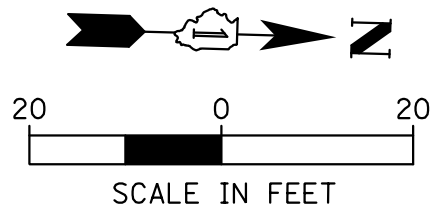
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SHEET 13 OF 49

DRAWING NO.

**PMK-1**





SCHEDULE OF QUANTITIES

CODE NO.	ITEM	UNIT	QUANTITY
78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	38



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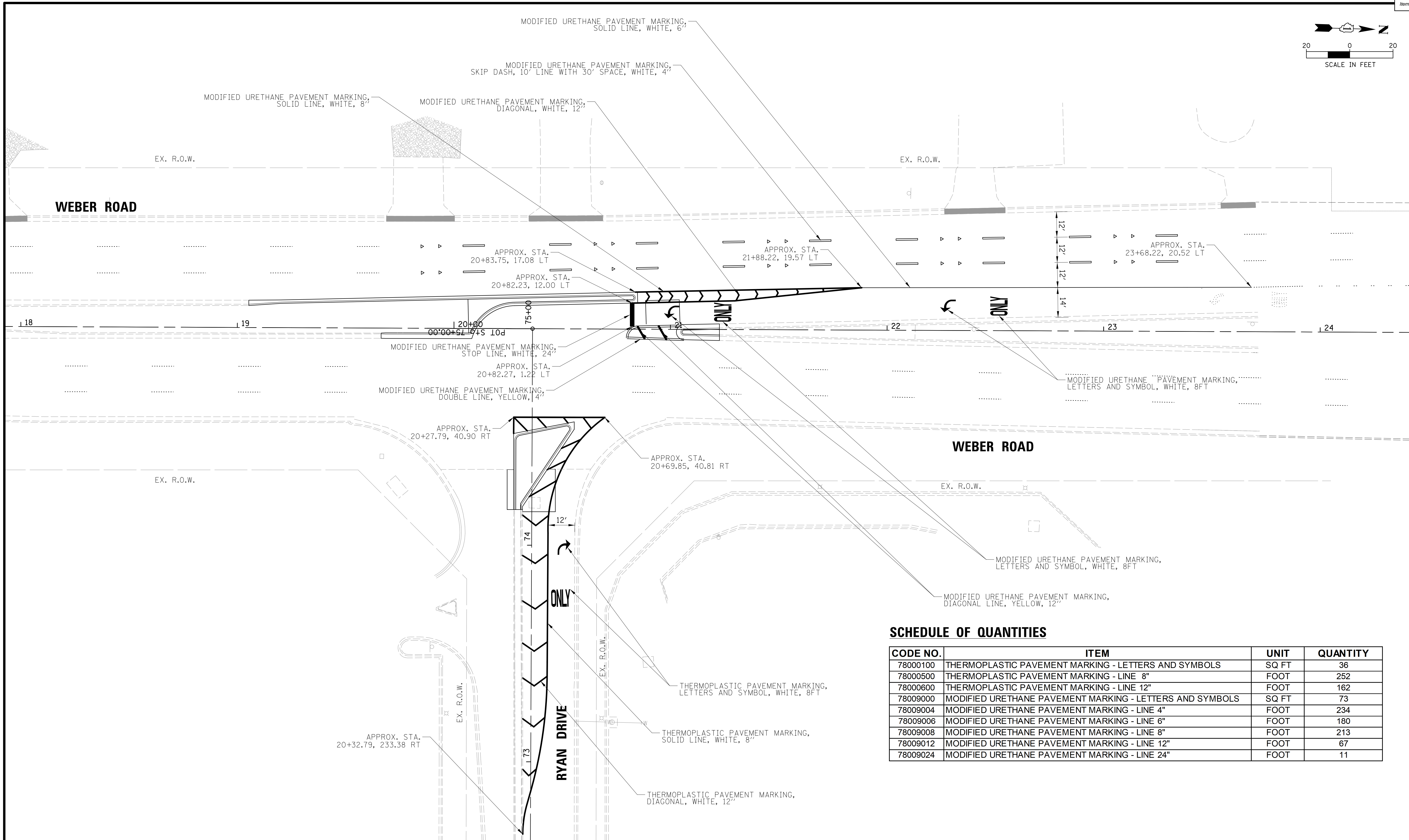
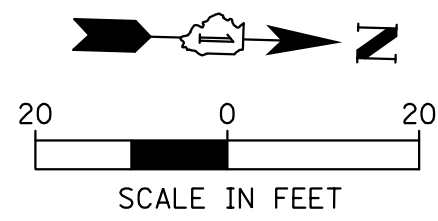
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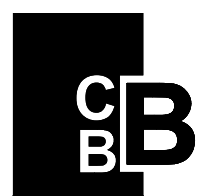
**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PAVEMENT MARKING REMOVAL PLAN  
WEBER ROAD AND MCGILVRAY DRIVE**

PROJ. NO. 240070
DATE: 10/13/2025
SHEET 14 OF 49
DRAWING NO.
<b>PMK-2</b>



SCHEDULE OF QUANTITIES

CODE NO.	ITEM	UNIT	QUANTITY
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	36
78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	252
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	162
78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	73
78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	234
78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	180
78009008	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	213
78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	67
78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	11



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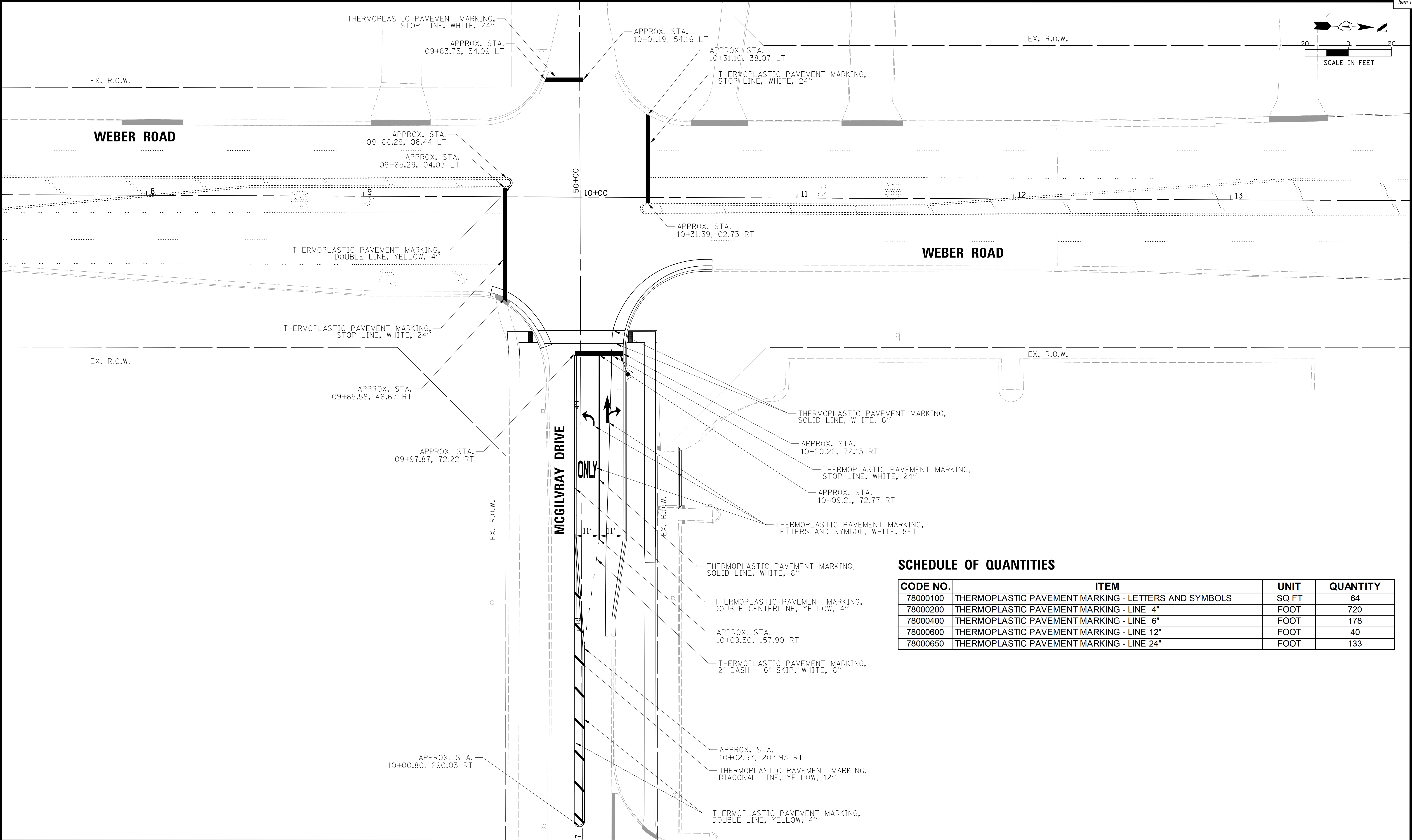
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TITLE:

**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PROPOSED PAVEMENT MARKING PLAN  
WEBER ROAD AND RYAN DRIVE**

PROJ. NO. 240070  
DATE: 10/13/2025  
SHEET 15 OF 49  
DRAWING NO.  
**PMK-3**





SCHEDULE OF QUANTITIES

CODE NO.	ITEM	UNIT	QUANTITY
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	64
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	720
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	178
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	40
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	133



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**CITY OF CREST HILL**  
20600 CITY CENTER BOULEVARD  
CREST HILL, IL 60403

NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
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2	10/13/2025	Revised Design	EAJ	Model
3	10/13/2025	Final Design	EAJ	Model
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TITLE:

**WEBER ROAD TRAFFIC  
SIGNAL IMPROVEMENTS  
PROPOSED PAVEMENT MARKING PLAN  
WEBER ROAD AND MCGILVRAY DRIVE**

PROJ. NO. 240070
DATE: 10/13/2025
SHEET 16 OF 49
DRAWING NO.
<b>PMK-4</b>

**Weber Road Traffic Signal Improvements**

City of Crest Hill

Engineer's Estimate - *Pre-Final*

CBEL Project #: 240070

SP	PAY ITEM NO	PAY ITEM NAME	UNIT	UNIT COST	QUANTITY	TOTAL COST
	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	\$75.00	10	\$750.00
	21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	\$5.00	465	\$2,325.00
	28000400	PERIMETER EROSION BARRIER	FOOT	\$5.00	325	\$1,625.00
	28000510	INLET FILTERS	EACH	\$250.00	15	\$3,750.00
#	30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	\$75.00	10	\$750.00
#	30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	\$35.00	465	\$16,275.00
	31101200	SUBBASE GRANULAR MATERIAL, TYPE B 4"	SQ YD	\$12.00	170	\$2,040.00
	35501308	HOT-MIX ASPHALT BASE COURSE, 6"	SQ YD	\$90.00	175	\$15,750.00
	35501316	HOT-MIX ASPHALT BASE COURSE, 8"	SQ YD	\$115.00	10	\$1,150.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$2.50	100	\$250.00
	40604062	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N70	TON	\$200.00	25	\$5,000.00
#	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	\$20.00	750	\$15,000.00
#	42400800	DETECTABLE WARNINGS	SQ FT	\$50.00	20	\$1,000.00
	44000100	PAVEMENT REMOVAL	SQ YD	\$35.00	385	\$13,475.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	\$25.00	115	\$2,875.00
	44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$18.00	550	\$9,900.00
	44000600	SIDEWALK REMOVAL	SQ FT	\$8.00	725	\$5,800.00
	44003100	MEDIAN REMOVAL	SQ FT	\$8.00	305	\$2,440.00
	60206905	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID	EACH	\$4,000.00	1	\$4,000.00
	60406100	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	\$500.00	1	\$500.00
	60618300	CONCRETE MEDIAN SURFACE, 4 INCH	SQ FT	\$25.00	760	\$19,000.00
#	67100100	MOBILIZATION	L SUM	\$50,000.00	1	\$50,000.00
	70107025	CHANGEABLE MESSAGE SIGN	CAL DA	\$35.00	360	\$12,600.00
	72000100	SIGN PANEL - TYPE 1	SQ FT	\$25.00	90	\$2,250.00
	72800100	TELESCOPING STEEL SIGN SUPPORT	FOOT	\$15.00	110	\$1,650.00
	73100100	BASE FOR TELESCOPING STEEL SIGN SUPPORT	EACH	\$225.00	2	\$450.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	\$10.00	100	\$1,000.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	\$1.50	720	\$1,080.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$2.00	178	\$356.00
	78000500	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	\$3.00	252	\$756.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$5.00	202	\$1,010.00
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$7.00	133	\$931.00
	78009000	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	\$10.00	73	\$730.00
	78009004	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	\$3.50	234	\$819.00
	78009006	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	\$4.00	180	\$720.00
	78009008	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	\$5.00	213	\$1,065.00
	78009012	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	\$7.00	67	\$469.00
	78009024	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	\$10.00	11	\$110.00
	78100100	RAISED REFLECTIVE PAVEMENT MARKER	EACH	\$150.00	30	\$4,500.00
	78300200	RAISED REFLECTIVE PAVEMENT MARKER REMOVAL	EACH	\$10.00	60	\$600.00
	78300202	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQ FT	\$7.00	539	\$3,773.00
#	80400100	ELECTRIC SERVICE INSTALLATION	EACH	\$2,500.00	1	\$2,500.00
#	80400200	ELECTRIC UTILITY SERVICE CONNECTION	L SUM	\$10,000.00	1	\$10,000.00



SP	PAY ITEM NO	PAY ITEM NAME	UNIT	UNIT COST	QUANTITY	TOTAL COST
#	81028200	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2" DIA.	FOOT	\$40.00	2092	\$83,680.00
#	81028210	UNDERGROUND CONDUIT, GALVANIZED STEEL, 2 1/2" DIA.	FOOT	\$60.00	750	\$45,000.00
#	81028220	UNDERGROUND CONDUIT, GALVANIZED STEEL, 3" DIA.	FOOT	\$75.00	76	\$5,700.00
#	81028240	UNDERGROUND CONDUIT, GALVANIZED STEEL, 4" DIA.	FOOT	\$130.00	350	\$45,500.00
#	81028730	UNDERGROUND CONDUIT, COILABLE NONMETALLIC CONDUIT, 1 1/4" DIA.	FOOT	\$25.00	4650	\$116,250.00
#	81400100	HANDHOLE	EACH	\$3,000.00	7	\$21,000.00
#	81400200	HEAVY-DUTY HANDHOLE	EACH	\$4,000.00	2	\$8,000.00
#	81400300	DOUBLE HANDHOLE	EACH	\$4,500.00	1	\$4,500.00
	81400730	HANDHOLE, COMPOSITE CONCRETE	EACH	\$1,500.00	2	\$3,000.00
	81702120	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 8	FOOT	\$2.00	22020	\$44,040.00
	81702150	ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 2	FOOT	\$6.00	155	\$930.00
#	82110007	LUMINAIRE, LED, ROADWAY, OUTPUT DESIGNATION G	EACH	\$1,200.00	20	\$24,000.00
	82500350	LIGHTING CONTROLLER, BASE MOUNTED, 240VOLT, 100AMP	EACH	\$20,000.00	1	\$20,000.00
	83008500	LIGHT POLE, ALUMINUM, 40 FT. M.H., 12 FT. MAST ARM	EACH	\$5,500.00	16	\$88,000.00
	83050580	LIGHT POLE, ALUMINUM, 40 FT. M.H., 2-12 FT. MAST ARMS	EACH	\$6,000.00	2	\$12,000.00
#	83600200	LIGHT POLE FOUNDATION, 24" DIAMETER	FOOT	\$300.00	160	\$48,000.00
	83800205	BREAKAWAY DEVICE, TRANSFORMER BASE, 15 INCH BOLT CIRCLE	EACH	\$750.00	18	\$13,500.00
	85000200	MAINTENANCE OF EXISTING TRAFFIC SIGNAL INSTALLATION	EACH	\$2,500.00	1	\$2,500.00
#	87300925	ELECTRIC CABLE IN CONDUIT, TRACER, NO. 14 1C	FOOT	\$1.50	2323	\$3,484.50
#	87301215	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 2C	FOOT	\$2.00	159	\$318.00
#	87301225	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 3C	FOOT	\$2.50	606	\$1,515.00
#	87301245	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 5C	FOOT	\$3.00	1743	\$5,229.00
#	87301255	ELECTRIC CABLE IN CONDUIT, SIGNAL NO. 14 7C	FOOT	\$3.50	1466	\$5,131.00
#	87301305	ELECTRIC CABLE IN CONDUIT, LEAD-IN, NO. 14 1 PAIR	FOOT	\$1.50	2171	\$3,256.50
#	87301805	ELECTRIC CABLE IN CONDUIT, SERVICE, NO. 6 2 C	FOOT	\$6.00	213	\$1,278.00
#	87301900	ELECTRIC CABLE IN CONDUIT, EQUIPMENT GROUNDING CONDUCTOR, NO. 6 1C	FOOT	\$5.00	1520	\$7,600.00
#	87501200	TRAFFIC SIGNAL POST, 16 FT.	EACH	\$2,000.00	2	\$4,000.00
#	87700250	STEEL MAST ARM ASSEMBLY AND POLE, 42 FT.	EACH	\$20,000.00	2	\$40,000.00
#	87702350	STEEL MAST ARM ASSEMBLY AND POLE WITH DUAL MAST ARMS, 26 FT. AND 32 FT.	EACH	\$32,000.00	1	\$32,000.00
#	87702450	STEEL MAST ARM ASSEMBLY AND POLE WITH DUAL MAST ARMS, 30 FT. AND 38 FT.	EACH	\$35,000.00	1	\$35,000.00
#	87800100	CONCRETE FOUNDATION, TYPE A	FOOT	\$350.00	12	\$4,200.00
#	87800150	CONCRETE FOUNDATION, TYPE C	FOOT	\$900.00	4	\$3,600.00
#	87800415	CONCRETE FOUNDATION, TYPE E 36-INCH DIAMETER	FOOT	\$400.00	50	\$20,000.00
#	88030020	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, MAST-ARM MOUNTED	EACH	\$1,500.00	7	\$10,500.00
#	88030050	SIGNAL HEAD, LED, 1-FACE, 3-SECTION, BRACKET MOUNTED	EACH	\$1,250.00	3	\$3,750.00
#	88030100	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, BRACKET MOUNTED	EACH	\$1,500.00	1	\$1,500.00
#	88030110	SIGNAL HEAD, LED, 1-FACE, 5-SECTION, MAST-ARM MOUNTED	EACH	\$1,750.00	7	\$12,250.00
#	88102717	PEDESTRIAN SIGNAL HEAD, LED, 1-FACE, BRACKET MOUNTED WITH COUNTDOWN TIMER	EACH	\$1,000.00	2	\$2,000.00
#	88200410	TRAFFIC SIGNAL BACKPLATE, LOUVERED, FORMED PLASTIC	EACH	\$250.00	14	\$3,500.00
	88500100	INDUCTIVE LOOP DETECTOR	EACH	\$300.00	9	\$2,700.00
#	88600100	DETECTOR LOOP, TYPE I	FOOT	\$30.00	920	\$27,600.00
#	88700200	LIGHT DETECTOR	EACH	\$2,000.00	1	\$2,000.00
#	89500120	REMOVE EXISTING SERVICE INSTALLATION	EACH	\$1,500.00	1	\$1,500.00
	89502300	REMOVE ELECTRIC CABLE FROM CONDUIT	FOOT	\$1.50	2587	\$3,880.50
#	89502375	REMOVE EXISTING TRAFFIC SIGNAL EQUIPMENT	EACH	\$15,000.00	1	\$15,000.00
	89502380	REMOVE EXISTING HANDHOLE	EACH	\$600.00	7	\$4,200.00

SP	PAY ITEM NO	PAY ITEM NAME	UNIT	UNIT COST	QUANTITY	TOTAL COST
#	89502382	REMOVE EXISTING DOUBLE HANDHOLE	EACH	\$700.00	1	\$700.00
	89502385	REMOVE EXISTING CONCRETE FOUNDATION	EACH	\$750.00	9	\$6,750.00
#	X0324085	EMERGENCY VEHICLE PRIORITY SYSTEM LINE SENSOR CABLE, NO. 20 3/C	FOOT	\$2.00	436	\$872.00
#	X0324599	ROD AND CLEAN EXISTING CONDUIT	FOOT	\$1.00	522	\$522.00
#	X1400101	NETWORK CONFIGURATION	L SUM	\$5,000.00	1	\$5,000.00
#	X1400150	SERVICE INSTALLATION, GROUND MOUNTED, METERED	EACH	\$2,700.00	1	\$2,700.00
#	X1400217	TERMINATE FIBER IN CABINET	EACH	\$200.00	8	\$1,600.00
#	X1400378	PEDESTRIAN SIGNAL POST, 5 FT.	EACH	\$1,500.00	1	\$1,500.00
#	X5510011	PROPOSED STORM SEWER CONNECTION TO EXISTING MANHOLE	EACH	\$1,500.00	1	\$1,500.00
#	X6060052	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24 (SPECIAL)	FOOT	\$65.00	155	\$10,075.00
#	X6064200	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	\$50.00	595	\$29,750.00
#	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	\$55,000.00	1	\$55,000.00
#	X7240205	REMOVE SIGN COMPLETE	EACH	\$250.00	3	\$750.00
#	X7240502	RELOCATE SIGN, SPECIAL	EACH	\$300.00	1	\$300.00
#	X8360215	LIGHT POLE FOUNDATION, 24" DIAMETER, OFFSET	FOOT	\$350.00	28	\$9,800.00
#	X8710015	FIBER OPTIC CABLE IN CONDUIT, 24 FIBERS, SINGLE MODE	FOOT	\$6.00	2349	\$14,094.00
#	X8710317	SPLICE FIBER IN CABINET	EACH	\$200.00	8	\$1,600.00
#	X8760200	ACCESSIBLE PEDESTRIAN SIGNALS	EACH	\$1,200.00	2	\$2,400.00
#	X8780012	CONCRETE FOUNDATION, TYPE A 12-INCH DIAMETER	FOOT	\$400.00	4	\$1,600.00
#	X8950103	RELOCATE EXISTING TRAFFIC SIGNAL CONTROLLER AND CABINET, COMPLETE	EACH	\$5,000.00	1	\$5,000.00
#	X8950115	RELOCATE LIGHT DETECTOR	EACH	\$500.00	1	\$500.00
#	X8950120	RELOCATE LIGHT DETECTOR AMPLIFIER	EACH	\$200.00	1	\$200.00
#	XX000541	EXPLORATORY EXCAVATION	CU YD	\$300.00	22	\$6,600.00
#	Z0013798	CONSTRUCTION LAYOUT	L SUM	\$15,000.00	1	\$15,000.00
#	Z0017400	DRAINAGE & UTILITY STRUCTURES TO BE ADJUSTED	EACH	\$600.00	3	\$1,800.00
#	Z0033046	RE-OPTIMIZE TRAFFIC SIGNAL SYSTEM LEVEL 2	EACH	\$2,500.00	1	\$2,500.00
#	N/A	CLASS B PATCHES, SPECIAL, 12"	SQ YD	\$325.00	45	\$14,625.00
#	N/A	MISCELLANEOUS ADDITIONS TO PROJECT AT CITY'S DISCRETION	UNIT	\$1.00	50000	\$50,000.00
#	N/A	PARKWAY RESTORATION - SEEDING	SQ YD	\$15.00	1850	\$27,750.00
#	N/A	STORM SEWERS, PVC, 12"	FOOT	\$200.00	11	\$2,200.00

**ESTIMATED CONSTRUCTION COST = \$1,336,304.50**

**CONSTRUCTION ENGINEERING (12%) = \$160,356.54**

**TOTAL ESTIMATED COST = \$1,496,661.04**



## Work Session Agenda Memo

Crest Hill, IL

**Meeting Date:** November 24, 2025

**Submitter:** Daniel Ritter, AICP, Community and Economic Development Director  
Atefa Ghaznawi, AICP, LEED AP, City Planner

**Department:** Community Development

**Agenda Item:** Plan Commission recommendation on application of the City of Crest Hill for Preliminary and Final Plat of Subdivision, Special Use for an existing public park/playground known as Stanley Gustafson Park (Case # SU-25-4-11-1), and multiple variations from the Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances (Case # V-25-4-11-1) with respect to real property located at 2227 Parkrose Street in Crest Hill, Illinois

### Summary:

The City of Crest Hill (the “Applicant”) has requested approval of:

1. A preliminary and final plat of subdivision,
2. A special use in the R1 Zoning District for the existing public park/playground known as Stanley Gustafson Park,
3. Variations from Crest Hill Zoning Ordinance Table 1, Residential Zoning Districts and Standards, to decrease the minimum required lot area from 10,000 sq-ft to 4,426 sq-ft and the minimum lot width from 75-feet to 60-feet,
4. Variations from Crest Hill Zoning Ordinance Section 8.3-8, Permitted Obstructions in Yards, of the Crest Hill Zoning Ordinance to allow existing open fencing to remain in required front and corner side yard setbacks and recreational structures and equipment to remain in required front, corner side, and interior side yard setbacks, and
5. A variation from the City of Crest Hill Sign Code, Chapter 15.12, Section 15.12.067 to allow an existing off-premises park identification sign to remain on the public right of way.

No site improvements are proposed in this application. Any formal sale or transfer of the newly subdivided land would be a separate agreement and approval by the City Council.

The Subject Property is a corner lot and consists of an existing public park/playground known as Stanley Gustafson Park, and a 1-story block building used as a City water utility (Well #4), located at the south corner of Parkrose Street and Webb Street, facing Webb Street. The entire Subject Property is owned by the City of Crest Hill, and the existing public park/playground is maintained by the Lockport Township Park District. The original development and ongoing maintenance of the park have been done via an informal agreement for many years. However, the Park District has requested a formal transfer of the land area devoted to park purposes as a way to clarify its maintenance, insurance, and improvement responsibilities for this land area. It also allows them to potentially obtain grants or other

public money to improve the park area in the future. The transfer benefits the City as well, to avoid any legal complications of owning land that is controlled by another taxing body. If the preliminary and final plat of subdivision, special use, and variations requests are approved by the City Council, the ownership of the existing public park/ playground will be formally transferred to the Lockport Township Park District under a separate agreement.

Overall, staff believe that the Subject Property represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. These factors together create a unique and practical justification for permitting Stanley Gustafson Park as a special use within R-1 Single-Family Residence District, as it balances community needs with land-use compatibility and upholds the intent of the Zoning Ordinance to promote public health, safety, and welfare. The Subject Property illustrated below is currently Zoned R-1 Single-Family Residence District.



The Plan Commission conducted the required public hearing for this application at its November 13, 2025, meeting and recommended unanimous but conditional approval of the requested preliminary and final plat of subdivision, special use, and variations from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances. A copy of the November 13, 2025, Plan Commission staff report for this request is attached to the draft Ordinance the City Attorney and staff have prepared to memorialize the

City Council's potential approval of the Plan Commission recommended variations as Exhibit B. A copy of the draft approval ordinance is included with the agenda backup materials for this item.

**Council Action Requested:** Direction to include the draft approval ordinance for this application on the December 1, 2025, Regular City Council Agenda for final consideration.

**Attachments:**

- Attachment A – November 13, 2025, Draft Plan Commission Meeting Minutes
- Attachment B - An Ordinance Approving Preliminary and Final Plat of Subdivision, Special Use for an Existing Public Park/ Playground Known as Stanley Gustafson Park, and Multiple Variations from the Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances With Respect to Certain Real Property Located at 2227 Parkrose Street in Crest Hill, Illinois – Application of City of Crest Hill (with associated Exhibits)

## MINUTES OF THE CREST HILL PLAN COMMISSION

The November 13, 2025, Plan Commission meeting was called to order by Chairman Bill Thomas, at 7:00 p.m. in the Council Chambers of the City Center, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Chairman Bill Thomas, Commissioner Ken Carroll, Commissioner Gordon Butler, Commissioner Jeff Peterson, and Commissioner John Stanton.

Also present were: Community & Economic Development Director Dan Ritter, City Planner Atefa Ghaznawi, and Executive Secretary Samantha Tilley.

Absent were: Commissioner Cheryl Slabozeski, Commissioner Marty Flynn, Community Development Consultant Ron Mentzer, and City Attorney Mike Stiff,

APPROVAL OF MINUTES: Chairman Thomas asked for a motion to approve the minutes from the Plan Commission meeting held on October 9, 2025, for Commission approval.

(#1) Motion by Commissioner Carroll seconded by Commissioner Butler, to approve the minutes from the Plan Commission meeting held on October 9, 2025.

On roll call, the vote was:

AYES: Commissioners Carroll, Butler, Peterson, Stanton, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

PUBLIC HEARING: Chairman Bill Thomas presented petitions preliminary and final Plat of Subdivision, SU-25-4-11-1, and V-25-4-11-1, request of the City of Crest Hill seeking special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing park/playground; multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances, to bring the existing conditions of the subject property into compliance, for the existing public park/playground located on the 8,176 sq-ft, R-1 Single-Family Residence District zoned property known as Stanley Gustafson Park, and located at 2227 Parkrose Street, in Crest Hill, Illinois. No site improvements are proposed in this application.

Chairman Thomas asked if the paperwork was in order. The necessary paperwork was in order.

Chairman Thomas asked for a Motion to Open the Public Hearing on Case Number SU-25-4-11-1 and V-25-4-11-1.

(#2) Motion by Commissioner Peterson seconded by Commissioner Stanton, to open a public hearing on case number SU-25-4-11-1 and V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Peterson, Stanton, Carroll, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was opened at 7:04 p.m.

Chairman Thomas asked City Planner Atefa Ghaznawi to present the specifics on this case.

City Planner Atefa Ghaznawi presented the case, explaining that the City of Crest Hill was the applicant requesting consideration of petitions for preliminary and final plat of subdivision, special use, and variations for the property located at 2227 Parkrose Street. The City proposed to subdivide the property into two lots to separate the existing public park and playground from the city water utility structure, request a special use approval for the existing park known as Stanley Gustafson Park, and request multiple variations from the Crest Hill Zoning Ordinance and Code of Ordinances to bring the existing conditions into compliance.

City Planner Atefa Ghaznawi explained that the subject property is a corner lot consisting of an existing public park and playground and a one-story block building used as city water utility Well #4, located at the south corner of Parkrose Street and Webb Street. The entire property is owned by the City of Crest Hill, with the park maintained by the Lockport Township Park District under an informal agreement for many years. The Park District had requested formal transfer of the land to ensure proper maintenance, insurance, and control, as well as to potentially obtain grants for future improvements.

City Planner Atefa Ghaznawi detailed the variations being requested, including:

- Decreasing the minimum required lot area from 10,000 square feet to 4,426 square feet
- Decreasing the minimum lot width from seventy-five feet to sixty feet
- Allowing open fencing in required front and corner side yard setbacks.
- Allowing recreational structures and equipment in required front, corner side, and interior side yard setbacks
- Allowing an existing off-premises sign to remain on the public right-of-way

She noted that no site improvements were proposed in this application, and staff recommended conditional approval of all requests.

Daniel Ritter, Director of Community and Economic Development, summarized that this was formalizing a longstanding arrangement, dividing one city-owned lot into two lots so the Lockport Township Park District could own the property where they already maintain the park. This would

allow the park district to potentially secure grants for future improvements while the City would retain ownership of the water utility well.

Chairman Thomas added that the park was grandfathered in under previous ordinances but now needed to be brought into compliance with current ordinances through the special use and variations request.

Chairman Thomas asked the commissioners if they had any questions. There were no questions.

Chairman Thomas asked if anyone in the audience would like to make a public comment.

A young resident named Jareth approached the podium and was sworn in, he then expressed his desire to keep the park. Chairman Thomas assured him that was the plan and that the park district might even make improvements in the future.

William Slimack, a resident on Webb Street for over 51 years, shared that he had cut the grass at the park for over 30 years when he was younger. He noted the park is well-utilized by neighborhood children who catch the bus there and play after school, with Lockport security frequently patrolling the area. He confirmed his understanding that the intent was to sell the parcel to Lockport Township Park District while maintaining the park. Mr. Slimack also provided historical context, noting the park had existed for more than 51 years and was named after Stanley Gustafson, who lived to the west of the park and contributed significantly to the Lockport Park District.

Kevin Deihl, a resident who has lived on University Street for 20 years, inquired about plans for the well-building. Director Ritter explained that the well would remain operational as the City needed the wells at full capacity until the transition to Lake Michigan water around 2030, and even afterward, some wells would remain operational for emergencies.

After public comment was concluded, Chairman Bill Thomas asked for a motion to close the public hearing on case number SU-25-4-11-1 and V-25-4-11-1.

(#3) Motion by Commissioner Peterson seconded by Commissioner Butler, to close the public hearing on petitions preliminary and final Plat of Subdivision, SU-25-4-11-1 and V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Peterson, Butler, Stanton, Carroll, and Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

The Public Hearing was closed at 7:24 p.m.

Chairman Bill Thomas asked for a motion for approval to recommend to the City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for



non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.

(#4) Motion by Commissioner Carroll seconded by Commissioner Stanton, to recommend to the City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.

On roll call, the vote was:

AYES: Commissioners Carroll, Stanton, Peterson, Butler, Chairman Thomas.

NAYES: None.

ABSENT: Commissioners Slabozeski, Flynn.

There being five (5) affirmative votes, the MOTION CARRIED.

Chairman Thomas announced that the recommendation would be forwarded to the City Council, with a work session scheduled for November 24th and a formal City Council vote expected on December 1st.

OTHER BUSINESS: Daniel Ritter introduced himself as the new Community and Economic Development Director, having worked in Tinley Park previously and commented that he is very excited to improve some things in the City of Crest Hill to make it an even better place to live, work, and visit.

He provided several updates:

- A text amendment will be brought to the next Plan Commission meeting to address recurring process issues.
- A conceptual PUD review for "Seasons at Crest Hill," a 260-unit multifamily apartment development at Weber Road and Renwick, would be presented to City Council
- Feathered Fork restaurant would be opening where the former Crusade Burger was located.
- The Quick Run and Dunkin' Donuts development on Broadway was now open, with a second phase for truck fueling still to come.

- Plans were underway for a comprehensive plan update in early 2026, as the current plan from 2014 was over 10 years old.

PUBLIC COMMENTS: Bettie Stewart, a resident, who resides on University Street inquired about sidewalks that were promised to her neighborhood approximately 40 years ago when taxes were raised. She expressed concern that children had no place to play except in the street or at the park due to the lack of sidewalks in her neighborhood. Director Ritter acknowledged the need for better walkability throughout Crest Hill but was not aware of any current plans for sidewalks in that subdivision. He suggested this was a good topic for the upcoming comprehensive plan update.

There being no further business before the Commission, a motion for adjournment was in order.

(#5) Motion by Commissioner Peterson seconded by Commissioner Butler, to adjourn the November 13, 2025, Plan Commission meeting.

On roll call, the vote was:

AYES: Commissioners Peterson, Butler, Stanton, Carroll, Chairman Thomas.

NAYES: None.

ABSENT: Commissioner Flynn, Slabozeski.

There being five (5) affirmative votes, the MOTION CARRIED

The meeting was adjourned at 7:35 p.m.

As approved this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

As presented \_\_\_\_\_

As amended \_\_\_\_\_

\_\_\_\_\_  
BILL THOMAS, COMMISSION CHAIRMAN

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

**AN ORDINANCE APPROVING FINAL PLAT OF SUBDIVISION, SPECIAL USE PERMIT, AND MULTIPLE VARIATIONS TO THE CREST HILL ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES WITH RESPECT TO CERTAIN REAL PROPERTY KNOWN AS STANLEY GUSTAFSON PARK LOCATED AT 2227 PARKROSE STREET IN CREST HILL, ILLINOIS (APPLICATION OF CITY OF CREST HILL)**

**WHEREAS**, the Illinois Municipal Code, 65 ILCS 5/11-13-5 (the “Code”) authorizes the corporate authorities to vary the application of its local Zoning Requirements “in harmony with their general purpose and intent and in accordance with general or specific rules therein contained in cases where there are practical difficulties or particular hardship in the way of carrying out the strict letter of any of those regulations relating to the use, construction, or alteration of buildings or structures or the use of land;” and

**WHEREAS**, the Code states that subdivision of land, special use, and variation requests shall be permitted only upon the finding of certain requirements listed in the Code; and

**WHEREAS**, the City of Crest Hill (“City”) has enacted procedures, requirements, and standards for variations from its Zoning Requirements in Section 12.6-2 of the Crest Hill Zoning Ordinance; and

**WHEREAS**, the City has enacted procedures, requirements, and standards for special uses in Section 12.7-6 of the Crest Hill Zoning Ordinance; and

**WHEREAS**, the City has enacted procedures, requirements, and standards for subdivision of land in Section 15.32 Subdivision Regulations of the Crest Hill Code of Ordinances; and

**WHEREAS**, the City of Crest Hill (the “Applicant”) is the owner of real property located at 2227 Parkrose Street in the City of Crest Hill, Illinois, bearing PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000, and legally described in Exhibit 1 of the attached Exhibit A (the “Property”), has filed an application requesting approval of preliminary and final plat of subdivision, special use for an existing public park/ playground known as Stanley Gustafson Park, and multiple variations from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances on the Property (the “Application”); and

**WHEREAS**, the Crest Hill Plan Commission, after proper notice thereof given, conducted a public hearing on the Application on November 13, 2025, and

**WHEREAS**, based on the evidence presented at the public hearing and upon making the following findings, which are more fully detailed in the Findings and Decision attached hereto as Exhibit A, the Plan Commission recommended unanimous but conditional approval of the requested preliminary and final plat of subdivision, special use, and variations outlined on Exhibit 2 of the attached Exhibit A at its November 13, 2025, meeting:

- A. The preliminary and final plat of subdivision, special use and variations are in harmony with the general purpose and intent of the Zoning Ordinance; and
- B. The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare, and the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood; and
- C. The plight of the owner is due to unique circumstances and thus strict enforcement of the Zoning Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and
- D. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance; and
- E. The preliminary and final plat of subdivision, special use and variations, if granted, will not alter the essential character of the locality and will not be a substantial detriment to adjacent Property; and

**WHEREAS**, the Plan Commission's recommendation to approve the preliminary and final plat of subdivision, special use, and variations listed on Exhibit 2 of the attached Exhibit A was made subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Community Development Department Staff Report attached hereto as Exhibit B (the "Staff Report"); and

**WHEREAS**, the City Council has examined the November 13, 2025, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Owner in an open meeting regularly scheduled; and

**WHEREAS**, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the Application be granted subject to the project being implemented in substantial conformance with the application documents referenced in the attached Exhibit B; and

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

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

**SECTION 2:** That the City Council hereby adopts and ratifies the Findings and Decision of the Plan Commission, attached hereto and incorporated by reference herein as Exhibit A, as the findings and decision of the City Council in relation to the Application.

**SECTION 3:** The Plat of Subdivision prepared by Robinson Engineering LTD. dated September 22, 2025, special use, and variations listed in Exhibit 2 of the attached Exhibit A are hereby granted subject to the project being implemented in substantial conformance with the application documents referenced in Exhibit B.

**SECTION 4:** The City Clerk is hereby authorized and directed to record a copy of this Ordinance and Plat of Subdivision referenced in Section 3 against the Subject Property in the office of the Will County Recorder, and further to annotate the special use permit granted hereby on the Crest Hill Official Zoning Map.

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

***[Left Intentionally Blank]***

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

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

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Christine Vershay-Hall, City Clerk

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

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Raymond R Soliman, Mayor

ATTEST:

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Christine Vershay-Hall, City Clerk

## EXHIBIT A

**FINDINGS AND DECISION OF THE  
PLAN COMMISSION AS TO PRELIMINARY AND FINAL PLAT OF SUBDIVISION, CASE  
NO. SU-25-4-11-1 AND CASE NO. V-25-4-11-1  
THE APPLICATION OF CITY OF CREST HILL FOR PRELIMINARY AND FINAL PLAT OF  
SUBDIVISION, SPECIAL USE FOR AN EXISTING PUBLIC PARK/ PLAYGROUND KNOWN  
AS STANLEY GUSTAFSON PARK, AND MULTIPLE VARIATIONS FROM THE CREST  
HILL ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES AT PROPERTY  
LOCATED AS 2227 PARKROSE STREET IN THE CITY OF CREST HILL.**

THIS APPLICATION, coming before the Plan Commission for hearing and decision, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on November 13, 2025, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, City of Crest Hill, is the owner of the real estate described in the application.

B. That the application seeks special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing public park/playground known as Stanley Gustafson Park; and multiple variations from the Crest Hill Zoning Ordinance and Code of Ordinances for the property described in the application, commonly known as 2227 Parkrose Street in Crest Hill, Illinois (the "Property"), which is legally described in Exhibit A-1, attached hereto and incorporated herein by reference;

C. That the Property is zoned R-1;

D. That the application seeks approval of preliminary and final plat of subdivision; special use for an existing public park/playground known as Stanley Gustafson Park; two (2) variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District, Crest Hill Zoning Ordinance that decrease the minimum required lot area from 10,000 sq-ft to 4,426 sq-ft; and minimum lot width from 75-feet to 60-feet; variations from Section 8.3-8 Permitted Obstructions in Yards, of the Crest Hill Zoning Ordinance that allow open fencing to be located in required front and corner side yard setbacks and recreational structures and equipment in required front, corner side, and interior side yard setbacks; and one (1) variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances that allows an existing off-premises sign to remain on the public right of way. All requested Variations are listed in the attached Exhibit A-2 and relate to the property located at 2227 Parkrose Street in Crest Hill, Illinois, with PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000.

E. That the requested variations involve existing non-conforming conditions on the Property;

F. That the application for the preliminary and final plat of subdivision, special use for an existing public park/ playground, and variations was properly submitted and notice of the application and the public hearing were properly made;

G. That no interested parties filed their appearances herein;

H. That the public hearing was opened and called to order on November 13, 2025, the applicant presented evidence and arguments in support of its application on November 13, 2025.

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

J. That the proposed preliminary and final plat of subdivision, special use for an existing public park/ playground and variations, as considered under section 12.6 and section 12.7 of the Zoning Ordinance, meet the eight (8) standards for special use under section 12.7-6, and three (3) standards for the granting of a variation under section 12.6-2 as well as the supplemental considerations set forth in subsections 12.6-2(1)-(8).

**THEREFORE, IT IS THE DECISION OF THE PLAN COMMISSION OF THE CITY OF CREST HILL, ILLINOIS, BASED UPON THE EVIDENCE HEARD BY SAME AND ARGUMENTS AND SUGGESTIONS HEARD AT THE PUBLIC HEARING, AND HAVING DULY CONSIDERED THE MANDATES AND STANDARDS AS SET FORTH IN THE CITY OF CREST HILL, ILLINOIS ZONING ORDINANCE FOR THE GRANTING OF PRELIMINARY AND FINAL PLAT OF SUBDIVISION, SPECIAL USE AND VARIANCES, AS FOLLOWS:**

1. That the approval of the application of City of Crest Hill for preliminary and final plat of subdivision, special use for an existing public park/ playground known as Stanley Gustafson Park, and variations as listed in attached Exhibit A-2 for property located at 2227 Parkrose Street in Crest Hill, Illinois with PINs 11-04-31-109-007-0000 and 11-04-31-109-019-0000 is supported by the evidence adduced;

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the preliminary and final plat of subdivision, special use for an existing public park/ playground, and variations be granted subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Community Development Staff Report for this request.

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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 13<sup>TH</sup> Day of November 2025 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Ken Carroll	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Cheryl Slabozeski	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
Commissioner Gordon Butler	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner Marty Flynn	<u>      </u>	<u>      </u>	<u>X</u>	<u>      </u>
Commissioner Jeff Peterson	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>
Commissioner John Stanton	<u>X</u>	<u>      </u>	<u>      </u>	<u>      </u>

Approved:

\_\_\_\_\_  
Bill Thomas, Chairman

Attest:

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

**EXHIBIT A-1****LEGAL DESCRIPTION**

PROPERTY ADDRESS: 2227 PARKROSE STREET, CREST HILL, IL, 60403

PERMANENT INDEX NOs: 11-04-31-109-007-0000 and 11-04-31-109-019-0000

LEGAL DESCRIPTION: THE NORTHWESTERLY 10 FEET OF LOT 474 IN RICHLAND SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS AND ALL OF LOT 473, IN RICHLAND SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16 PAGE 60, AS DOCUMENT NO. 392933, IN WILL COUNTY, ILLINOIS.

## EXHIBIT A-2

### LIST OF REQUESTED VARIATIONS

#### **Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District**

- Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. *Lot area for the existing public park/playground is 4,426 sq-ft.*
- Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. *Lot width for the existing public park/playground is 60 feet.*

#### **Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards**

- Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. *Existing fence at front and corner side yards is 50% open, four (4) feet in height, and with no setbacks.*
- Recreational structures and playground equipment, not greater than seven (7) feet in height are permitted in rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. *Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.*

#### **Crest Hill Code of Ordinances Section 15.12.067 On Premises Signs of Chapter 15.12 Sign Code**

- Only on premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. *Existing off-premises sign for the public park/playground is located on the public right of way.*

## EXHIBIT B

November 13, 2025 Community Development Department Staff Report

DRAFT



**To:** Plan Commission

**From:** Daniel Ritter, AICP, Community and Economic Development Director  
Atefa Ghaznawi, AICP, LEED AP, City Planner

**Date:** November 13, 2025

**Re:** 2227 Parkrose Street (Stanley Gustafson Park) Preliminary and Final Plat of Subdivision; Special Use for an Existing Park/Playground (Case # SU-25-4-11-1); and Multiple Variations Request from Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances (Case # V-25-4-11-1)

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#### Project Details

<b>Project:</b>	Preliminary and Final Plat of Subdivision; Special Use for an existing public park/playground known as Stanley Gustafson Park, and multiple variations requested from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances
<b>Applicant:</b>	City of Crest Hill
<b>Requests:</b>	Special approvals from the City of Crest Hill Subdivision, Zoning Ordinance, and City Code to subdivide the subject property into two (2) lots; a special use permit for an existing park/playground; multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances, to bring the existing conditions of the subject property into compliance. No site improvements are proposed in this application.
<b>Location:</b>	2227 Parkrose Street (the "Subject Property")

#### Site Details

<b>Lot Size:</b>	Approximately 8,176 sq-ft
<b>Existing Zoning:</b>	R-1 Single-Family Residence District
<b>Existing Improvements:</b>	Lot 1: Stanley Gustafson Park: Recreational structures/equipment and sign on the public right of way facing Parkrose Street  Lot 2: City of Crest Hill Well #4: 766 sq-ft 1-story block building used as water utility, and approximately 968 sq-ft paved driveway and sidewalk

### Surrounding Zoning and Land Use Summary

	Land Use	Comp Plan	Zoning
<b>Subject Parcel</b>	Public Park/Playground and Water Utility	Single-Family Detached and Utility	R-1
<b>North</b>	Single-Family Residence	Single-Family Detached	R-1
<b>South</b>	Single-Family Residence	Single-Family	R-1
<b>East</b>	Single-Family Residence	Single-Family Detached	R-1
<b>West</b>	Single-Family Residence	Single-Family Detached	R-1

### Exhibits

Application documents submitted by Applicant include:

- Exhibit C – Application for Development 2025-10-24
- Exhibit D – Legal Description 2025-10-24
- Exhibit E – List of Requested Variations 2025-10-24
- Exhibit F – Subject Property Photos of Existing Condition 2025-10-24
- Exhibit G – Response to Standards for Special Use 2025-10-24
- Exhibit H – Response to Standards for Variations 2025-10-24
- Exhibit I – Final Plat of Subdivision and Plat of Survey Prepared by Robinson Engineering LTD. 2025-09-22

### Application Background and Project Summary

The Subject Property is a corner lot and consists of an existing public park/playground known as Stanley Gustafson Park, and a 1-story block building used as City water utility (Well #4), located at south corner of Parkrose Street and Webb Street, facing Webb Street. The entire Subject Property is owned by the City of Crest Hill, and the existing public park/playground is maintained by the Lockport Township Park District. The original development and ongoing maintenance of the park has been done via an informal agreement for many years. However, the Park District has requested the formal transfer of the land as it ensures they have proper maintenance, insurance, and control of the land. It also allows them to potentially obtain grants or other public money to improve the land in the future. The transfer benefits the City as well to avoid any legal complications of owning the underlying land that is controlled by another taxing body.



**Figure 1: Aerial View of 2227 Parkrose St (the Subject Property) and Its Surroundings**



**Figure 2: Stanley Gustafson Park Photo of Existing Condition**



At this time, the applicant City of Crest Hill is proposing to subdivide the subject property into two (2) lots to separate the existing public park/ playground from the City water utility structure; request a special use approval for the existing public park/ playground; and request multiple variations from the Crest Hill Zoning Ordinance and the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance. No site improvements are proposed in this application. If the Final Plat of Subdivision, special use, and variations requests are approved by the City Council, the ownership of the existing public park/ playground is to be formally transferred to the Lockport Township Park District under a separate agreement.

### Summary of Requested Petitions

To subdivide the subject property into two (2) lots and bring the existing conditions of the subject property into compliance, the Applicant is seeking approvals of the following petitions:

- (i) Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) Lots.
- (ii) SU-25-4-11-1: Special Use for an existing park/playground known as Stanley Gustafson Park in the R-1 Single-Family Residence District.
- (iii) V-25-4-11-1:
  - 1. Two variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District of the [Crest Hill Zoning Ordinance](#) that decrease the minimum required lot area from 10,000 sq-ft to 4,426 sq-ft; and minimum lot width from 75-feet to 60-feet.
  - 2. Variations from Section 8.3-8 Permitted Obstructions in Yards, of the [Crest Hill Zoning Ordinance](#) that allow open fencing to be located in required front and corner side yard setbacks and recreational structures and equipment in required front, corner side, and interior side yard setbacks.
  - 3. A variation from Section 15.12.067 On Premises Signs, Chapter 15.12 Sign Code of the [Crest Hill Code of Ordinances](#) that allows an existing off-premises sign to remain on the public right of way.

### Staff Analysis

Overall, staff believe that the Subject Property represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the Subject Property from typical residential lots within the R-1 Single-Family Residence District. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. The existing park's design, scale, and operation are consistent with the residential character of the area and serve as a complementary amenity rather than a conflicting use. These factors together create a unique and practical justification for permitting Stanley Gustafson Park as a special use within R-1 Single-Family Residence District, as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.



**Staff feedback on specific aspects of the requested approvals:**

1. Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District
  - Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. *Lot area for the existing public park/playground is 4,426 sq-ft.*
  - Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. *The lot width for the existing public park/playground is 60 feet.*
2. Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards
  - Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. *Existing fence at front and corner side yards is 50% open, four (4) feet in height, and with no setbacks.*
  - Recreational structures and playground equipment, not greater than seven (7) feet in height, are permitted in the rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. *Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.*
3. Crest Hill Code of Ordinances Section 15.12.067 On-Premises Signs of Chapter 15.12 Sign Code
  - Only on-premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. *An existing off-premises sign for the identification of a public park/playground is located on the public right-of-way.*

Staff reviewed the existing conditions of the Subject Property with respect to the applicable City regulations. The Crest Hill Zoning Ordinance classifies parks and playgrounds as Special Use in residential districts. To bring the existing conditions and use of the Subject Property into compliance, the existing public park/ playground must be formally established as a special use in the R-1 Residence District, and the above-mentioned variations are required from the Crest Hill Zoning Ordinance and Code of Ordinances to address the existing non-conformities associated with the property's specific physical characteristics. No site improvements are proposed in this application.

**Special Use Approval Standards and Findings**

Section 12.7-2 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a special use only when it shall have been determined, and recorded in writing, that all of the following standards are complied with. Staff has drafted the following findings of fact identified in bold italic font. These drafted findings can be modified or changed as the Plan Commission deems fit and based on the specific findings from the public hearing.

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.  
***The formal establishment, maintenance, and operation of Stanley Gustafson Park promote the public health, safety, and general welfare in several ways. The park provides easily accessible open space for physical activity, relaxation, and outdoor recreation. The existing park/ playground's landscaped areas, trees, and vegetation also improve local air quality and contribute to a healthier neighborhood environment.***

***A well-maintained park enhances neighborhood safety by activating public space and encouraging regular community presence. Increased pedestrian activity and visibility provide natural surveillance (“eyes on the street”), which can deter crime and vandalism. Furthermore, designated recreational areas within the existing park/ playground offer safe spaces for children and families, reducing the need to play or gather near roadways or private properties. The existing park/ playground serves as a focal point for neighborhood interaction, fostering a sense of community identity and social connection among residents. It enhances the aesthetic quality and livability of the area, supporting a balanced mix of land uses that align with community development goals. The Special Use allows this use to continue and be expanded upon.***

2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.

***The formal establishment, maintenance, and operation of Stanley Gustafson Park enhances the enjoyment and desirability of surrounding properties by providing an attractive, accessible, and well-maintained open space for recreation and community gathering. The park’s landscaped areas and greenery improve the visual character of the area and create a more pleasant environment for residents and visitors alike. Proximity to parks is consistently associated with increased property satisfaction and higher real estate values. Homes and businesses located near parks benefit from improved aesthetics, reduced noise and heat from added vegetation, and the appeal of convenient outdoor amenities. The existing park/ playground also strengthens neighborhood cohesion and community pride, further contributing to the area’s stability and attractiveness.***

3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

***The formal establishment of Stanley Gustafson Park promotes the normal and orderly development of the surrounding area by introducing a well-planned public amenity that complements existing and future land uses. Parks are integral components of balanced community design, providing open space that enhances neighborhood character, supports residential development, and encourages compatible infill and redevelopment.***

4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

***The existing public park/ playground has adequate utilities, access roads, drainage, and/or other necessary facilities.***

5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

***The existing park has adequate ingress and egress. Additionally, Stanley Gustafson Park helps minimize traffic congestion on public streets by providing a nearby neighborhood-oriented recreational and gathering space that residents can easily access by walking or biking, rather than driving to more distant parks. By serving the local neighborhood, the existing park/ playground reduces the need for short vehicle trips, thereby lowering traffic volumes and parking demand on surrounding roadways.***

6. That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each

instance be modified by the City Council pursuant to the recommendation of the Plan Commission.

***The existing park/ playground use is consistent with the intent and permitted special uses of the R-1 Single-Family Residence District, which encourages the provision of public open space and recreational amenities that enhance community livability. Furthermore, the operation and maintenance of Stanley Gustafson Park will adhere to the city codes governing public facility upkeep, hours of operation, and public safety. Through compliance with these regulations, the existing park/ playground integrates seamlessly into the surrounding neighborhood while supporting the goals of the City's Comprehensive Plan and the Crest Hill Zoning Ordinance.***

### Variation Approval Standards and Findings

Section 12.6-2 of the Zoning Ordinance states the Plan Commission shall recommend, and the City Council shall grant a variation only when it shall have been determined, and recorded in writing, that all of the following standards are complied with. Staff has drafted the following findings of fact identified in bold italic font. These drafted findings can be modified or changed as the Plan Commission deems fit and based on the specific findings from the public hearing.

1. That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone.

***The subject property cannot yield a reasonable economic return if limited solely to the uses permitted under the R-1 Single-Family Residence District. Due to its size, shape, and location, the site is not well-suited for residential development. The limited lot area and potential constraints related to access and setbacks make the construction of other uses economically infeasible. In contrast, the existing public park/ playground represents a viable and beneficial adaptive use that provides substantial community value while respecting surrounding residential character. The existing public park/ playground utilizes the parcel efficiently, eliminates a potential vacant or underutilized lot, and enhances the livability of the neighborhood. Therefore, allowing the property to be used as a public park/ playground rather than for single-family residential purposes is justified, as it enables productive use of the land that is consistent with community objectives and provides a reasonable return in the form of public benefit rather than private economic gain.***

2. That the plight of the owner is due to unique circumstances.

***The existing park/ playground represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the site from typical residential lots within the district. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/ playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. These factors together create a unique and practical justification for permitting Stanley Gustafson Park to be permitted on its own lot; as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.***

3. That the variation, if granted, will not alter the essential character of the locality.

***Stanley Gustafson Park enhances and strengthens the essential character of the locality by preserving and promoting the neighborhood's sense of community, livability, and visual appeal. The park's landscaped open space and playground complement the surrounding single-family residential environment by providing a peaceful, attractive setting that encourages outdoor activity and neighbor interaction. Rather than altering the existing residential character, the park reinforces it—serving as a natural extension of the neighborhood's identity. Its design and scale are compatible with nearby homes and land uses, and consistent with the area's quiet, family-oriented atmosphere. By introducing green space that improves aesthetics, fosters social connection, and enhances environmental quality, the existing park/ playground contributes positively to the locality's charm, cohesion, and overall sense of place—thereby advancing the community's long-term vision and strengthening its essential character.***

In addition, Section 12.6-2 of the Zoning Ordinance further suggests that the Plan Commission supplement the above standards by taking into consideration the extent to which the facts listed on Exhibit A have been established by the evidence presented during the public hearing process and further support the approval of the Applicant's requests. Please refer to Exhibit G for a more detailed response to Standards for Variations.

### **Staff Recommendation**

Based on the findings reflected in this staff report, the Staff recommends:

**The Plan Commission recommends City Council conditional approval of the Preliminary and Final Plat of Subdivision to subdivide the subject property into two (2) lots; a Special Use for an existing public park/playground known as Stanley Gustafson Park, multiple variations from Table 1 Residential Zoning Districts and Standards for non-residential uses in the R-1 Single-Family Residence District, and Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance; and a variation from Section 15.12.067 on Premises Signs, Chapter 15.12 Sign Code of the Crest Hill Code of Ordinances to bring the existing conditions of the subject property into compliance, subject to the project being implemented in substantial conformance with the application documents referenced in the November 13, 2025, Plan Commission Staff Report for petitions Preliminary and Final Plat of Subdivision, Case # SU-25-4-11-1, and Case # V-25-4-11-1.**

**Exhibit A****Supplemental Variation Approval Facts to Consider Per Zoning Ordinance Section 12.6-2**

1. *That the particular physical surroundings, shape, or topographical condition of the specific property involved will result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.*
2. *The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.*
3. *That the alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.*
4. *That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.*
5. *That the variation does not permit a use otherwise excluded from the particular zone except for uses authorized by the Plan Commission, subject to the approval of the City Council, as "similar and compatible uses."*
6. *That the variation granted is the minimum adjustment necessary for the reasonable use of the land.*
7. *That the granting of any variation is in harmony with the general purposes and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the Comprehensive Plan for development of the City.*
8. *That, for reasons fully set forth in the recommendations of the Plan Commission, and the report of the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Zoning Ordinance deprives the applicant of any reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.*

**Exhibit B****Supplemental Special Use Approval Facts to Consider Per Zoning Ordinance Section 12.7-6**

1. *That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.*
2. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
3. *That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.*
4. *That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.*
5. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
6. *That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.*



## Exhibit C

Application for Development

For Office Use Only: <b>Case Number:</b> <b>Plat of Subdivision, SU-25-4-11-1 &amp; V-25-4-11-1</b>
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**Project Name:** 2227 Parkrose Street (Stanley Gustafson Park) Preliminary and Final Plat of Subdivision; Special Use for an Existing Park/Playground; and Multiple Variations Request from Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances

Owner: \_\_\_\_\_ Correspondence To: \_\_\_\_\_

Street address: 20600 City Center Blvd Street address: \_\_\_\_\_

City, St., Zip: Crest Hill, IL 60403 City, St., Zip: \_\_\_\_\_

Phone: 815-741-5106 Phone: \_\_\_\_\_

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

**Property Address: Property Information:**

Street address: 2227 Parkrose Street Lot Width: 60 feet

City, St., Zip: Crest Hill, IL 60403 Lot Depth: 136.3 feet

PIN: 11-04-31-109-007-0000 & 11-04-31-109-019-0000 Total Area: 8,176 sq-ft

\*Submit an electronic version of the legal description only in a Word document to:

[buildingdepartment@cityofcresthill.com](mailto:buildingdepartment@cityofcresthill.com)

Existing Zoning: R-1

Requested Zoning: R-1 Special Use Proposed Land Use: Public Park/ Playground

**Adjoining Properties Zoning and Uses:**

North of Property: R-1

South of Property: R-1

East of Property: R-1

West of Property: R-1

Purpose Statement (intended use and approval sought): \_\_\_\_\_

**Approval of Plat of Subdivision, Special Use, and multiple variations from Crest Hill Zoning Ordinance and Code of Ordinances for an existing public park/ playground known as Stanley Gustafson Park**

**Development Request:** Please check all that apply and describe:

☐ Rezoning: \_\_\_\_\_

☒ Special Use: Public Park/ Playground in R-1 Single-Family Residence District

☒ Variance: Refer to Exhibit E for a complete list of requested variations

☐ Planned Unit Development: \_\_\_\_\_

☐ Annexation: \_\_\_\_\_

☒ Plat: Preliminary and Final Plat of Subdivision

☐ Other: \_\_\_\_\_

**Contact Information** – If not yet known, please indicate as TBD. Check those parties in which copies of all correspondences should be forwarded.

☐ Civil Engineer: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Contractor: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Architect: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

☐ Builder: N/A Phone: \_\_\_\_\_

Company: \_\_\_\_\_ Email: \_\_\_\_\_

I agree to be present (in person or by counsel) when the Plan Commission and City Council hear this development request.

Dan Ritter

Signature of the Applicant

10/24/2025

Date

If you (the applicant) are not the owner of record, please provide the owner's signature.



Signature of the Owner

10/24/25

Date



**EXHIBIT D**  
**LEGAL DESCRIPTION**

PROPERTY ADDRESS: 2227 PARKROSE STREET, CREST HILL, IL, 60403

PERMANENT INDEX NOS: 11-04-31-109-007-0000 and 11-04-31-109-019-0000

LEGAL DESCRIPTION: THE NORTHWESTERLY 10 FEET OF LOT 474 IN RICHLAND SUBDIVISION OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS AND ALL OF LOT 473, IN RICHLAND SUBDIVISION, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 16 PAGE 60, AS DOCUMENT NO. 392933, IN WILL COUNTY, ILLINOIS.

**EXHIBIT E**  
**2227 PARKROSE STREET– LIST OF REQUESTED VARIATIONS**

**Crest Hill Zoning Ordinance (ZO) Table 1 Residential Zoning Districts and Standards for non-residential uses in R-1 Single-Family Residence District**

- Minimum required lot area for non-residential uses in R-1 Single-Family Residence District is 10,000 sq-ft. [Lot area for the existing public park/playground is 4,426 sq-ft.](#)
- Minimum required lot width for non-residential uses in R-1 Single-Family Residence District is 75 feet. [Lot width for the existing public park/playground is 60 feet.](#)

**Crest Hill Zoning Ordinance (ZO) Section 8.3-8 Permitted Obstructions in Yards**

- Fences, natural, 50% open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. [Existing fence at front and corner side yards is 50% open, four \(4\) feet in height, and with no setbacks.](#)
- Recreational structures and playground equipment, not greater than seven (7) feet in height are permitted in rear yard. Required front yard setback is 30 feet, required corner side yard setback is 20 feet, and required interior side yard setback is 10 feet. [Existing recreational structures and playground equipment are located in the required front, corner side, and interior side yard setbacks.](#)

**Crest Hill Code of Ordinances Section 15.12.067 On Premises Signs of Chapter 15.12 Sign Code**

- Only on premises signs are permitted in any zoning district and must comply with the regulations set forth in this chapter. Off-premises signs are not permitted, except when approved by City Council. [Existing off-premises sign for the public park/playground is located on the public right of way.](#)

**EXHIBIT F: 2227 Parkrose Street (Subject Property) Photos of the Existing Condition**















Stanley Gustafson Park Facing Parkrose Street



Stanley Gustafson Park Facing Webb Street

## EXHIBIT G - Response to the City of Crest Hill Standards for Special Uses

### 12.7-6 STANDARDS FOR SPECIAL USES ([ZONING ORDINANCE](#), p-134)

No special use, including Planned Unit Developments, shall be recommended by the Plan Commission unless said Commission shall find:

1. **That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.** The formal establishment, maintenance, and operation of Stanley Gustafson Park promote the public health, safety, and general welfare in several ways. The park provides easily accessible open space for physical activity, relaxation, and outdoor recreation. The existing park/ playground's landscaped areas, trees, and vegetation also improve local air quality and contribute to a healthier neighborhood environment. A well-maintained park enhances neighborhood safety by activating public space and encouraging regular community presence. Increased pedestrian activity and visibility provide natural surveillance ("eyes on the street"), which can deter crime and vandalism. Furthermore, designated recreational areas within the existing park/ playground offer safe spaces for children and families, reducing the need to play or gather near roadways or private properties. The existing park/ playground serves as a focal point for neighborhood interaction, fostering a sense of community identity and social connection among residents. It enhances the aesthetic quality and livability of the area, supporting a balanced mix of land uses that align with community development goals. The Special Use allows this use to continue and be expanded upon.
2. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.** The formal establishment, maintenance, and operation of Stanley Gustafson Park enhances the enjoyment and desirability of surrounding properties by providing an attractive, accessible, and well-maintained open space for recreation and community gathering. The park's landscaped areas and greenery improve the visual character of the area and create a more pleasant environment for residents and visitors alike. Proximity to parks is consistently associated with increased property satisfaction and higher real estate values. Homes and businesses located near parks benefit from improved aesthetics, reduced noise and heat from added vegetation, and the appeal of convenient outdoor amenities. The existing park/ playground also strengthens neighborhood cohesion and community pride, further contributing to the area's stability and attractiveness.
3. **That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.** The formal establishment of Stanley Gustafson Park promotes the normal and orderly development of the surrounding area by introducing a well-planned public amenity that complements existing and future land uses. Parks are integral components of balanced community design, providing open space that enhances neighborhood character, supports residential development, and encourages compatible infill and redevelopment.
4. **That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.** The existing public park/ playground has adequate utilities, access roads, drainage, and/or other necessary facilities.

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.** The existing park has adequate ingress and egress. Additionally, Stanley Gustafson Park helps minimize traffic congestion on public streets by providing a nearby neighborhood-oriented recreational and gathering space that residents can easily access by walking or biking, rather than driving to more distant parks. By serving the local neighborhood, the existing park/ playground reduces the need for short vehicle trips, thereby lowering traffic volumes and parking demand on surrounding roadways.
  
6. **That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.** The existing park/ playground use is consistent with the intent and permitted special uses of the R-1 Single-Family Residence District, which encourages the provision of public open space and recreational amenities that enhance community livability. Furthermore, the operation and maintenance of Stanley Gustafson Park will adhere to the city codes governing public facility upkeep, hours of operation, and public safety. Through compliance with these regulations, the existing park/ playground integrates seamlessly into the surrounding neighborhood while supporting the goals of the City's Comprehensive Plan and the Crest Hill Zoning Ordinance.



## EXHIBIT H - Response to the City of Crest Hill Standards for Variations

### 12.6-2 STANDARDS FOR VARIATIONS ([ZONING ORDINANCE](#), p-131)

The Plan Commission shall recommend, and the City Council shall grant a variation only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:

1. **That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;** The subject property cannot yield a reasonable economic return if limited solely to the uses permitted under the R-1 Single-Family Residence District. Due to its size, shape, and location, the site is not well-suited for residential development. The limited lot area and potential constraints related to access and setbacks make the construction of other uses economically infeasible. In contrast, the existing public park/ playground represents a viable and beneficial adaptive use that provides substantial community value while respecting surrounding residential character. The existing public park/ playground utilizes the parcel efficiently, eliminates a potential vacant or underutilized lot, and enhances the livability of the neighborhood. Therefore, allowing the property to be used as a public park/ playground rather than for single-family residential purposes is justified, as it enables productive use of the land that is consistent with community objectives and provides a reasonable return in the form of public benefit rather than private economic gain.
2. **That the plight of the owner is due to unique circumstances;** The existing park/ playground represents a unique circumstance within the R-1 Single-Family Residence District due to the property's specific physical characteristics, community context, and public benefit. The parcel's size, shape, and location limit its suitability for residential construction while making it ideally suited for low-intensity public park/ playground use. This distinct condition differentiates the site from typical residential lots within the district. Additionally, the surrounding neighborhood benefits from the presence of a small, accessible public park/ playground that enhances the quality of life for nearby residents without introducing incompatible land uses or adverse impacts. These factors together create a unique and practical justification for permitting Stanley Gustafson Park to be permitted on its own lot; as it balances community needs with land-use compatibility and upholds the intent of the Crest Hill Zoning Ordinance to promote public health, safety, and welfare.
3. **That the variation, if granted, will not alter the essential character of the locality.** Stanley Gustafson Park enhances and strengthens the essential character of the locality by preserving and promoting the neighborhood's sense of community, livability, and visual appeal. The park's landscaped open space and playground complement the surrounding single-family residential environment by providing a peaceful, attractive setting that encourages outdoor activity and neighbor interaction. Rather than altering the existing residential character, the park reinforces it—serving as a natural extension of the neighborhood's identity. Its design and scale are compatible with nearby homes and land uses, and consistent with the area's quiet, family-oriented atmosphere. By introducing green space that improves aesthetics, fosters social connection, and enhances environmental quality, the existing park/ playground contributes positively to the locality's charm, cohesion, and overall sense of place—thereby advancing the community's long-term vision and strengthening its essential character.

For the purpose of supplementing the above standards, the Plan Commission, in making the determination, whenever there are particular hardships, shall also take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

1. **That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.** The physical characteristics of the subject property create a practical hardship that makes strict application of R-1 Single-Family Residence District regulations unreasonable. The parcel's limited size and restricted access make it difficult or infeasible to develop a conforming single-family residence that meets all setback, lot coverage, and parking requirements. Because of these physical constraints, the property cannot be reasonably or economically developed under the existing R-1 Single-Family Residence District standards. Attempting to do so would require substantial alterations or variances that could negatively affect adjoining properties or the character of the neighborhood. In contrast, use of the property as a public park/ playground is uniquely suited to the site's physical conditions. The existing park/ playground requires minimal structural development, preserves existing natural features, and integrates harmoniously with adjacent residential uses. Allowing the park/ playground use alleviates the hardship imposed by the site's limitations while providing a beneficial public amenity consistent with the goals of the Crest Hill Zoning Ordinance and the Crest Hill comprehensive plan.
2. **The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.** The subject property possesses unique conditions that distinguish it from other properties within the R-1 Single-Family Residence District. These conditions include existing site physical constraints such as lot size, setbacks, and lot coverage, which make it unsuitable for conventional residential development but highly appropriate for a small public park or open-space use. Unlike typical residential lots that are designed for single-family homes with standard setbacks and utilities, this parcel is smaller and adjacent to public right-of-way that limit buildable area. These characteristics prevent the property from being reasonably developed in the same manner as surrounding residential parcels. At the same time, these unique conditions make the property particularly well-suited for low-intensity community use as a public park/ playground. The public park/ playground function preserves the land's natural features, enhances the neighborhood environment, and provides public benefit while remaining compatible with nearby homes. Accordingly, the property's unique physical and locational characteristics justify its consideration for park use and distinguish it from other properties within the same zoning classification, thereby supporting the requested zoning variations.
3. **That the alleged difficulty or hardship is caused by the Ordinance and has not been created by any person presently having an interest in the property.** The hardship affecting the Subject Property arises directly from the limitations imposed by the R-1 Single-Family Residence District zoning regulations. Under the current zoning, the subject property may only be developed with a single-family dwelling and related accessory structures. However, due to the size and locational characteristics of the parcel, conforming single-family residential development is not feasible or economically reasonable. The Crest Hill Zoning Ordinance, while appropriate for standard residential lots, does not adequately account for smaller or irregular parcels such as the Subject Property. The required setbacks and lot coverage restrict the buildable area to a point where

residential construction cannot occur without significant variance relief. As a result, the Crest Hill Zoning Ordinance unintentionally creates practical difficulty and undue hardship that prevents the reasonable use of the Subject Property. Permitting the Subject Property to be used as a public park/ playground provides a reasonable and beneficial alternative use that aligns with the intent of the Crest Hill Zoning Ordinance—to promote public health, safety, and welfare—while eliminating the hardship created by strict residential limitations. The public park/ playground use would make productive use of an otherwise undevelopable parcel, preserve open space, and enhance the quality of life within the surrounding single-family neighborhood.

4. **That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.** The existing public park/ playground within the R-1 Single-Family Residence District single-family will not impair an adequate supply of light and air to adjacent properties, nor will it create adverse impacts on public safety, traffic circulation, or neighborhood property values. Because the existing public park/ playground involves open space and minimal structural development, it will preserve—rather than obstruct—the flow of natural light and air to neighboring homes. The existing public park/ playground enhances the visual openness of the area, maintaining a pleasant and unobtrusive environment consistent with the residential character of the neighborhood. The existing public park/ playground will not substantially increase congestion in public streets, as it primarily serves local residents who are expected to arrive on foot or by bicycle. Additionally, the existing park will not increase the danger of fire or endanger public safety, since the site will be maintained in accordance with City codes, including fire safety and accessibility standards. The absence of large buildings or intensive activities further minimizes any potential hazards. Finally, the presence of the existing public park/ playground will not diminish or impair property values; rather, it is likely to enhance them by improving the aesthetic and recreational appeal of the neighborhood. Parks have been shown to contribute positively to the overall livability and desirability of residential areas. Accordingly, the existing public park/ playground will operate harmoniously with adjacent properties, support neighborhood well-being, and uphold the purposes of the Crest Hill Zoning Ordinance.
5. **That the variation does not permit a use otherwise excluded from the particular zone except for uses authorized by the Plan Commission, subject to the approval of the City Council, as “similar and compatible uses.** Per Table 3 Index of Permitted & Special Uses in Residential Districts of the Crest Hill Zoning Ordinance, parks and playgrounds are classified as special use in the R-1 Single-Family Residence District.
6. **That the variation granted is the minimum adjustment necessary for the reasonable use of the land.** The requested variations for the existing public park/ playground within the R-1 Single-Family Residence District represent the minimum adjustment necessary to enable the reasonable and beneficial use of the Subject Property. The parcel’s size and physical characteristics make it impractical to develop for a conforming single-family dwelling under current R-1 Single-Family Residence District zoning regulations. Without relief, the property would likely remain vacant or underutilized, contributing little to the community or surrounding neighborhood. The existing public park/ playground requires only minor deviation from the applicable regulations of the Crest Hill Zoning Ordinance and Code of Ordinances and does not alter the essential residential character of the area. No large structures, increased density, or intensive uses are proposed. Instead, the existing public park/ playground consists primarily of open green space, landscaping,

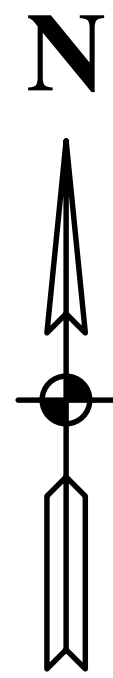
and small-scale amenities such as benches, walking paths, and play areas—features that are compatible with adjacent homes and neighborhood conditions. By granting the requested variations, the City Council allows the property to be used productively in a manner that aligns with community goals, supports public welfare, and preserves neighborhood aesthetics. This limited relief provides the least intrusive and most appropriate solution for making reasonable use of the land while maintaining the intent and integrity of the Crest Hill Zoning Ordinance and Code of Ordinances.

7. **That the granting of any variation is in harmony with the general purposes and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the Comprehensive Plan for development of the City.** The existing public park/ playground is fully in harmony with the general purposes and intent of the Crest Hill Zoning Ordinance and the Crest Hill Comprehensive Plan. The Crest Hill Zoning Ordinance seeks to promote the public health, safety, comfort, and general welfare of the community by encouraging the proper use of land, the preservation of open space, and the protection of residential character. The existing public park/ playground directly advances these goals by providing accessible green space, enhancing neighborhood livability, and fostering community interaction. The existing public park's design and operation will be low impact, consisting primarily of landscaped open areas, benches, walkways, and playground equipment that are compatible with the surrounding single-family homes. The park will be maintained to the City standards for safety, cleanliness, and appearance, ensuring that it remains a positive and attractive community feature. Furthermore, the existing public park/ playground complements and enhances the essential character of the locality by preserving open space, promoting pedestrian activity, and improving the aesthetic quality of the area. The park's presence reinforces the residential nature of the neighborhood and provides a shared community benefit consistent with neighborhood values. Finally, the existing public park/ playground is consistent with the City's Comprehensive Plan, which typically encourages accessible recreational areas, environmental stewardship, and the creation of vibrant, healthy neighborhoods.
8. **That, for reasons fully set forth in the recommendations of the Plan Commission, and the report of the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Zoning Ordinance would deprive the applicant of any reasonable use of his land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.** Strict application of the provisions of the Crest Hill Zoning Ordinance would deprive the Subject Property of reasonable use of the land. Under the existing R-1 Single-Family Residence District zoning classification, the property may only be developed with a single-family dwelling and customary accessory structures. However, due to the size, location, and physical characteristics of the parcel, development for residential use in compliance with all zoning standards—such as minimum lot area, lot coverage, setbacks, parking, access, etc.—would be impractical or economically unfeasible. The Crest Hill Zoning Ordinance, while appropriate for typical residential lots, does not account for parcels with unique constraints or community-serving potential such as the Subject Property. As a result, strict enforcement would effectively render the land unusable for its zoned purpose, leading to vacancy or underutilization and providing no meaningful benefit to the neighborhood or the City. Allowing the property to be used as a public park offers a reasonable, beneficial, and compatible alternative use that serves the public interest without undermining the intent of the Crest Hill Zoning Ordinance. The existing public park/ playground would enhance community well-being, preserve open space, and harmonize with adjacent residential properties while mitigating the hardship caused by rigid application of the zoning

regulations. Therefore, relief from the strict application of the Crest Hill Zoning Ordinance and Code of Ordinances is justified to permit a reasonable and productive use of the land consistent with both the spirit and intent of the Crest Hill Zoning Ordinance and Crests Hill Comprehensive Plan.



ONLY



30 0 30  
SCALE 1" = 30'

25-R0969\_SUBD-01.DWG

[illegible]



ip 36 North,  
subdivision  
according to



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 24, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	A Resolution for a Professional Services Agreement for Design Engineering Services for the Theodore Retaining Wall Replacement between Knapp and Barthelone by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd in the amount of \$39,690.00

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

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

Attached is an agreement from CBBL to provide professional design services. These services will include the following:

- Data Collection and Review
- Geotechnical Investigations
- Utility Coordination
- Preparing and Receiving Required Permits for the project
- Preparation of structural Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

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

The project schedule is to have the entire bid package ready for bidding by the end the spring of 2025.



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

**Financial Impact:**

**Funding Source:** General Fund-Streets

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

**Cost:** \$39,690.00

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

**Attachments:**

Resolution-Theodore Retaining Walls-Knapp-Barthelone

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

Location Exhibit

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

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

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

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

WHEREAS, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing design engineering services, including preparation of final plans and bid documents, and all collateral work (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR A the Theodore retaining Wall Replacement Between Knapp and Barthelone (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$39,690.00 are fair,

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

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

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

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

*[Intentionally Blank]*

PASSED THIS 1ST DAY DECEMBER, 2025.

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

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

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

ATTEST:

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

# EXHIBIT A



## Exhibit A

Item 1.

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

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

October 10, 2025

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services  
**Theodore Retaining Wall Replacement (Knapp-Barthelone)**  
Crest Hill, Illinois

Dear Mr. Wiedeman:

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

### **UNDERSTANDING OF THE ASSIGNMENT**

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

### **SCOPE OF SERVICES**

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

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

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

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

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

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

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

**Task 3 – JULIE Utility Survey:** CBBEL will coordinate with utility owners and with JULIE to retrieve atlas information for all applicable underground utilities, including water main, gas, electric, cable, etc. CBBEL will compile all utility atlas information into the base map. Locations of existing utilities/improvements/systems shown on the base map will be the compilation of available utility plans provided by utility owners and JULIE utility coordination. This task does not include coordination with utility companies, including submitting drawings for review and identifying any required relocations.

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

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

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

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

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

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



### ESTIMATE OF FEE

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

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

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

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. Schedule of Charges  
Crest Hill General Terms and Conditions

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

Direct Costs

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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





Item 1.

Survey Limits:  
South EOP Theodore  
Street to Faces of  
Homes

Existing  
Retaining Walls









## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 24, 2023
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	A Resolution for a Professional Services Agreement for a Four-Year Water System Generator Replacement Program-Design Services by and Between the City of Crest Hill, Will County, Illinois and Strand and Associates, Inc. in the amount of \$202,000.00.

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

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

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

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

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

These services will include the following:

- Attend project coordination meeting.

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

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

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

**Financial Impact:**

**Funding Source:** Water Fund

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

**Cost:** \$202,000.00

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

**Attachments:**

Resolution-Generator Replacement Wells

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

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

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

---

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

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

WHEREAS, Strand Associates, Inc. (the "COMPANY"), is an entity that is in the business of providing design engineering services, including preparation of final plans and bid documents, and all collateral work (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR A Four-Year Generator Replacement Program-Design Engineering Services (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 202,000.00 are fair,

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

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

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

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

*[Intentionally Blank]*

PASSED THIS 1ST DAY DECEMBER, 2025.

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

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

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

ATTEST:

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



# EXHIBIT A

October 3, 2025

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

Attention:      Honorable Mayor Raymond R. Soliman

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

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.®, hereinafter referred to as ENGINEER, to provide engineering services (Services) for the Four-Year Water System Generator Replacement Program project. It is anticipated that the existing generators will be replaced at Wells Nos. 1, 7, 10, 11, and 9/12; and new generator installations will be provided at Wells Nos. 4 and 8. This Agreement shall be in accordance with the following elements.

### **Scope of Services**

ENGINEER will provide the following Services to OWNER.

#### Preliminary Design

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

#### Final Design

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

RES:\dfe\R\JOL\Documents\Agreements\C\Crest Hill, IL\4-YrWtrSysGenRpmnt.2025\Agr\3894.081.docx

City of Crest Hill, Illinois  
Page 2  
October 3, 2025

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

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

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

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

#### **Service Elements Not Included**

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

- 1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
- 2. Bidding Alternatives and Bid Phasing: Any services involved in providing bidding alternatives or bidding phases.
- 3. Construction-Related Services: Any services involved in performing construction-related services.
- 4. Geotechnical Engineering: Geotechnical engineering information will be required and provided through OWNER and OWNER's geotechnical consultant. ENGINEER will assist OWNER with defining initial scope of geotechnical information that is required to allow OWNER to procure geotechnical engineering services.
- 5. Land and Easement Surveys/Procurement: Any services of this type including, but not limited to, a record search, field work, preparation of legal descriptions, or assistance to OWNER for securing land rights necessary for the project.

City of Crest Hill, Illinois  
Page 3  
October 3, 2025

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

### Compensation

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

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

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

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

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

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

### Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of November 3, 2025. Services are scheduled for completion on August 5, 2030.

City of Crest Hill, Illinois  
Page 4  
October 3, 2025

### **Standard of Care**

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

### **OWNER's Responsibilities**

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

### **Opinion of Probable Cost**

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

### **Changes**

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

City of Crest Hill, Illinois  
Page 5  
October 3, 2025

cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

### **Extension of Services**

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

### **Payment**

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

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

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

### **Termination**

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

### **Data Provided by Others**

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

### **Third-Party Beneficiaries**

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

### **Dispute Resolution**

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the



City of Crest Hill, Illinois  
Page 6  
October 3, 2025

breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

**Remedies**

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

**Terms and Conditions**

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

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

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

\_\_\_\_\_  
Joseph M. Bunker  
Corporate Secretary

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

NOT FOR  
SIGNATURE



## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 24, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving an Agreement for the installation of a maintenance access rd. adjacent to the E.J. E Railroad property from the city property located at Oakland/ Caton Farm Rd to the City's Existing diversion structure by and Between the City of Crest Hill, Will County, Illinois and John R Russ and Company Inc. for an amount of \$28,001.00.

### Summary:

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

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

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

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

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

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

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

### Results

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

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

### **Recommended Council Action:**

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

### **Financial Impact:**

**Funding Source:** Sewer Fund

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

**Cost:** \$28,001.00

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

### **Attachments:**

Resolution-Sanitary Access Road-EJ&E RR

Exhibit A-John Russ

Exhibit 1

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

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

---

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

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

WHEREAS, John R Russ Company. (the "COMPANY"), is an entity that is in the business of providing Construction services, (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR an agreement for the installation of a maintenance access rd. adjacent to the e. j. & e property from the city's property located at Oakland/Caton farm Rd. to the existing diversion structure (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$28,001.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

*[Intentionally Blank]*

PASSED THIS 1ST DAY DECEMBER, 2025.

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

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

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

ATTEST:

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



# EXHIBIT A

16151 S. Rankin Dr.  
Lockport, IL 60441

Phone: (815) 436-3398

Fax: (815) 436-3245

Est. Phone: (815) 729-3822

Est. Fax: (815) 729-3086

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

Date: 10/9/2025  
PROPOSAL

Company: CITY OF CRET HILL

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

Address: om

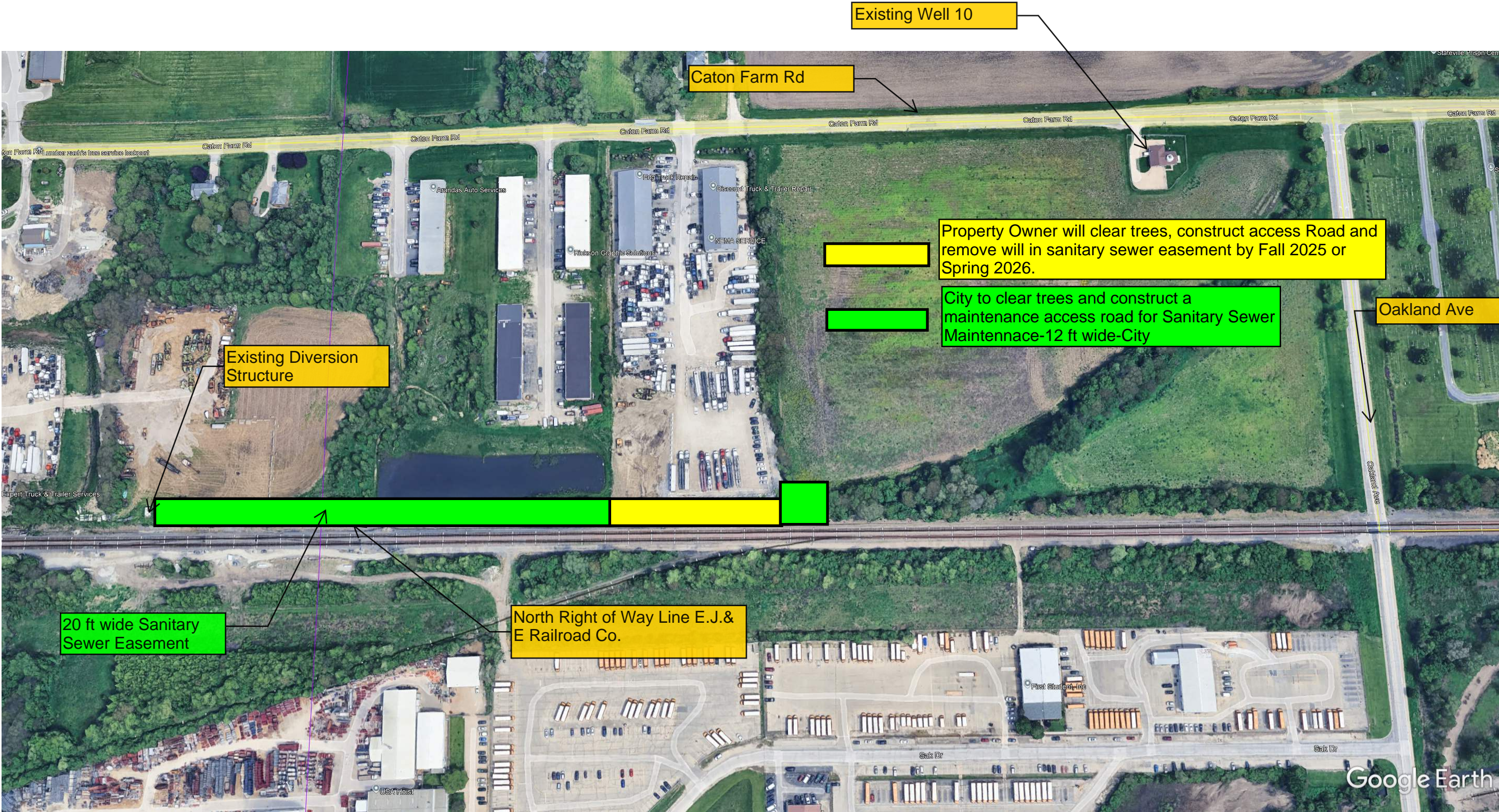
**Job Name:** CN Access Road for Diversion Structure

Location: Crest Hill

County: Will

[illegible]





Existing Well 10

Caton Farm Rd

Property Owner will clear trees, construct access Road and remove will in sanitary sewer easement by Fall 2025 or Spring 2026.

City to clear trees and construct a maintenance access road for Sanitary Sewer Maintennace-12 ft wide-City

Oakland Ave

Existing Diversion Structure

20 ft wide Sanitary Sewer Easement

North Right of Way Line E.J. & E Railroad Co.





## Agenda Memo

Crest Hill, IL

<b>Meeting Date:</b>	November 24, 2025
<b>Submitter:</b>	Ronald J Wiedeman
<b>Department:</b>	Engineering
<b>Agenda Item:</b>	Resolution approving a professional service agreement for the WY2025 Water audits and non-Revenue Water Reduction Consultation by and between the city of Crest Hill, Will County, Illinois and Engineering Enterprises, Inc. for an amount of \$29,000.00.

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

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

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

### Financial Impact:

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

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

**Cost:** \$29,000.00

### Attachments:

RESOLUTION-Water Audit 2025-EEI

Exhibit A-CRH2501-WY2025WaterAudit-PSA+Letter

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

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

---

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

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

WHEREAS, Engineering Enterprises, Inc. (the "COMPANY"), is an entity that is in the business of providing audit of City Water usage and all collateral work (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR WY2025 Water Audits and Non-Revenue Water Reduction Consultation (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services ( a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$29,000.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the

Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

*[Intentionally Blank]*



PASSED THIS 1ST DAY DECEMBER, 2025.

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

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

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

ATTEST:

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

# EXHIBIT A



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

October 22, 2025

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

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

Dear Mr. Wiedman:

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

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

Respectfully submitted,

ENGINEERING ENTERPRISES, INC.

A handwritten signature in dark ink that reads 'Michele L. Piotrowski'.

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

Enclosures

pc: JWF, DMT, ARS, TGH – EEI

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

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

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

**A. Services:**

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

**B. Term:**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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





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

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

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

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

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

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



**I. Indemnification:**

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

**J. Insurance:**

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

**K. Additional Terms or Modification:**

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

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



**L. Notices:**

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

For the City:

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

For the ENGINEER:

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

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

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

City of Crest Hill:

Engineering Enterprises, Inc.:

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

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

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

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



# STANDARD TERMS AND CONDITIONS

## Attachment A

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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





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

**Attachment B – Scope of Services**

**BACKGROUND**

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

**SCOPE OF SERVICES**

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

**WATER AUDIT AND LMO2 PREPARATION**

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

**WATER SYSTEM IMPROVEMENT PLAN**

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

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

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

**NOTES:**

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



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

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

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



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

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

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

**EEI STAFF**

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

**DIRECT EXPENSES**

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

**DIRECT EXPENSES = \$ 100**

**LABOR SUMMARY**

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

**TOTAL COSTS \$ 29,030**



## ATTACHMENT D: ESTIMATED SCHEDULE

CLIENT										PROJECT NUMBER									
City of Crest Hill										CRH2501									
PROJECT TITLE										DATE				PREPARED BY					
Water Audit and Non-Reveue Water Reduction Consultation										10/22/25				MLP					
TASK NO.	TASK DESCRIPTION																		
		2025			2026														
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP						
WATER AUDIT AND LMO2 PREPARATION																			
1	Prepare and coordinate the RFI																		
2	Meet with the City to review data questions																		
3	Perform lag-time corrections for Volume from Own Sources																		
4	Perform lag-time corrections for Billed Metered water																		
5	Complete AWWA based water audit form with comments																		
6	Prepare summary graphs for NRW components																		
7	Update historical table/graph to view trends																		
8	On-going coordination with City to refine data																		
9	Meet with City to review the completed water audit																		
10	Complete the LMO-2																		
WATER SYSTEM IMPROVEMENT PLAN PREPARATION																			
11	Prepare Water Main Replacement Tables																		
12	Prepare Water Main Replacement Exhibits																		
13	Coordination with City to refine NRW reduction plan																		
14	Prepare WSIP																		
15	Meet with City to review the completed WSIP																		
16	Submittal to IDNR for the Lake Michigan Allocation																		
ON-GOING NON-REVENUE WATER REDUCTION CONSULTATION																			
17	On-going NRW Coordination with IDNR																		
18	On-going NRW reduction monitoring/analysis/response to questions																		





# ENGINEERING ENTERPRISES, INC.

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

Item 4.

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

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

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

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

\* unless specified otherwise in agreement



**RESOLUTION NO. \_\_\_\_\_****A RESOLUTION APPROVING THE ADOPTION OF A COMPLETE STREETS POLICY**

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

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

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

**WHEREAS**, many residents and visitors choose to utilize non-auto-oriented travel options such as walking, bicycling and taking public transit as convenient, economical or sustainable alternatives to driving a motor vehicle; and

**WHEREAS**, increasing walking, bicycling and the use of transit offers the potential to improve the health of a community, decrease congestion, decrease air pollution, decrease dependence on fossil fuels and their foreign supply sources and increase the efficiency of road space and transportation resources; and

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

**WHEREAS**, Complete Streets improve access and safety for those who cannot or choose not to drive motor vehicles; and

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

**WHEREAS**, Complete Streets provide safe and convenient access for all users to key community destinations including parks, commercial districts, libraries, employment

centers, transit stations and municipal buildings; and

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the City Board of the City of Crest Hill, Will County, Illinois, that the City of Crest Hill hereby adopts a Complete Streets Policy, the goals, elements and procedures of which are as follows.

**SECTION 1.** The City's Complete Streets policy shall:

- a. Establish a procedure to evaluate resurfacing projects for complete streets inclusion according to length of project, local support, environmental constraints, total available right-of-way, funding resources and bicycle and/or pedestrian compatibility.
- b. Address the need for bicyclists and pedestrians to cross corridors as well as travel along them. Even where bicyclists and pedestrians may not commonly use a particular travel corridor that is being improved or constructed, they will likely need to be able to cross that corridor safely and conveniently. Therefore, the design of intersections shall accommodate bicyclists and pedestrians in a manner that is safe, accessible and convenient.
- c. Make provisions for pedestrians and bicyclists when closing roads, bridges or sidewalks for construction projects.
- d. Consider connections for Safe Routes to Schools, trail crossings, and areas or population groups with limited transportation options.
- e. Comply with the Americans with Disabilities Act (ADA).
- f. Complement the context of the surrounding community.

- g. Update all necessary and appropriate codes, standards, and ordinances to ensure that design components for all modified streets follow the intent of the policy.
- h. Identify all current and potential future sources of funding for street improvements.
- i. Establish performance measures to gauge success of the adopted policy.

**SECTION 2.** Implementation. The City shall facilitate implementation of a Complete Streets policy in accordance with the following:

- j. The City of Crest Hill will provide training opportunities to staff and elected officials tasked with implementing the Complete Streets policy.
- k. Staff shall fully incorporate Complete Streets into the budgeting process, work plans and staffing projects, and consider Complete Streets as one of the priorities in roadway planning and funding decisions.
- l. To the extent that relevant roadways are under the jurisdiction of an agency other than the City (IDOT, Will County or various surrounding municipalities), Staff shall provide such Complete Streets technical assistance as is accepted by the other agency.
- m. The City shall cooperate with neighboring jurisdictions to encourage street connectivity with a specific emphasis on regional corridors.
- n. Staff shall prioritize the safe movement of pedestrians, bicycle, and public transportation traffic in decisions regarding the use of limited Public Right-of-Way, with consideration given to roadway context and land use.
- o. Staff shall define standards to measure the progress of implementation of the Complete Streets Policy. Such standards shall include, but not limited to: improvements in safety for all roadway users; increased capacity for all modes of transportation, including public transit; modifications to traffic signals; new and repaired bicycle facilities (both on- and off-street with clearly marked or signed bicycle accommodations), an increase in bicycle parking areas at City facilities, schools, parks, library, etc.; new and repaired sidewalks, curb ramps, marked

street crossings and signage. Such measures shall be incorporated into relevant plans, manuals, policies, processes and programs, which shall be reviewed periodically. Staff shall report to the City Board periodically on progress made in implementing the Complete Streets Policy.

- p. Staff will review and revise, as necessary, plans, manuals, policies, processes and programs to encourage the implementation of Complete Streets on roadways not under the jurisdiction of the City, subject to financing, regulation of or otherwise involving an action by the City. Such projects shall include, but not be limited to, privately built roadways and projects on non-City-owned roadways funded in part or entirely by City funds.
- q. Staff shall apply the Complete Streets Policy in all instances when feasible. It is understood that there may be circumstances in which it may not be practical or feasible to apply the Complete Streets Policy. Such circumstances may include, but not limited to, the following:
  - i. The scope of the project is limited to maintenance activities intended to keep the roadway in serviceable condition.
  - ii. There is sufficient documentation that there is no feasible way to accommodate improvements for non-vehicular traffic within the project's scope.
  - iii. There is no documented, current or anticipated, need for accommodation of non- motorized roadway users, or the road is not a current or planned transit route.

PASSED THIS 16TH DAY DECEMBER 1, 2025.

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

APPROVED THIS 1ST DAY OF DECEMBER, 2025.

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

ATTEST:

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



# EXHIBIT A



EXHIBIT A

**GENERAL POLICY STATEMENT**

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

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

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

**POLICY IMPLEMENTATION**

The City shall implement a Complete Streets policy as follows:

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



**EXHIBIT A**

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

## EXHIBIT A

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

### **BENEFITS**

Complete Streets provide the following benefits:

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

### **POLICY**

The City's Complete Streets policy shall:

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



EXHIBIT A

safe, accessible and convenient.

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





## Agenda Memo

Crest Hill, IL

<b>Date:</b>	11/20/25
<b>Submitter:</b>	Julius Hansen, Interim Director of Public Works
<b>Department:</b>	Public Works
<b>Agenda Item:</b>	Wonderware and Dell Support Renewals

### Summary:

The Dell and Wonderware support renewals are for providing uninterrupted service for the SCADA system that is used to operate the East Sewer Treatment Plant. These renewals will expire at the end of 2026.

- Dell- This provides Dell Tech support, including 4-hour onsite service for parts and maintenance, as well as the ability to download the latest firmware for the SCADA server.
- Wonderware- This provides access to Wonderware internet and phone support for the SCADA application. It also entitles the city to the latest software packages, patches and software licensing updates, as well as the ability to move or recover licenses. Lastly, this locks in the City's SCADA licenses at a discounted rate. Without this support, the next time the server is updated, purchasing the licenses again would cost around \$60,000.

### Recommended Council Action:

Approve the expenditure for the support renewals. Purchasing the license again is expensive so it is recommended to lock in the current licenses rate to reduce future costs.

### Financial Impact:

The cost for one year is \$24,090.27 to be funded by the East STP Wastewater fund.

### Attachments:

- Memo
- Quote from Concentric Integration



## Support Renewals

Crest Hill, IL  
20600 City Center Blvd.  
Crest Hill, Illinois 60403  
United States

Reference: 20250807-131003817  
Quote created: August 7, 2025  
Quote expires: December 19, 2025  
Quote created by: Allie Nicolia  
Project Coordinator  
anicolia@goconcentric.com  
+18154443357

Item & Description	Quantity	Unit Price	Total
Wonderware Support Renewal AVEVA Customer FIRST Support Renewal - Standard Level Agreement Number: 110227 Renewal Through: October 8th, 2025- October 8th, 2026	1	\$22,814.35	\$22,814.35
Dell Support Renewal Serial Number: 6GMWMR2 Renewal Through: October 19th, 2025- October 18th, 2026.	1	\$1,275.92	\$1,275.92
<b>Total</b>			<b>\$24,090.27</b>

### Purchase terms

The information in this document is believed to be accurate. However, Concentric Integration assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Concentric Integration is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

**Signature**

---

Signature

---

Date

---

Printed name

**Questions? Contact me**



Allie Nicolia  
Project Coordinator  
anicolia@goconcentric.com  
+18154443357

Concentric Integration  
8678 Ridgefield Rd  
Crystal Lake, IL 60012  
United States