



City Council Work Session

Crest Hill, IL

October 27, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- [1.](#) Feathered Fork Class H Liquor License
- [2.](#) Discussion and Direction on The Feathered Fork (20631 Renwick Rd) Façade Grant
- [3.](#) Tacos Before Vatos Request(s)
- [4.](#) Provide Direction for Staff on the DRAFT PFAS Treatment Alternatives
- [5.](#) Resolution Approving an Agreement for Chemical Feed System Upgrades by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$33,900.00
- [6.](#) A Resolution Approving a Construction Engineering Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$179,500.00
- [7.](#) A Resolution approving a Construction Testing Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$12,841.50
- [8.](#) Exhibit A-Approval of Change Order No. 1 to extend the 2024 Sanitary Sewer Televising and Cleaning Contract with Hoerr Construction, Inc from the Diversion Structure to West Wastewater Treatment Plant for a cost of \$78,293.00
- [9.](#) Execution of a Professional Services Agreement with Christopher B. Burke Engineering, Ltd. to Perform Design Engineering Services for the 2026 Roadway Rehabilitation Improvement for the Locations Specified in this Memo for a Not to Exceed Amount of \$69,790.00
- [10.](#) Discussion on Gaylord Rd Resurfacing and Grand Prairie Water Commission Transmission Main and Gaylord Rd Resurfacing
- [11.](#) Committees/Liasons
- [12.](#) Fortinet Firewall Licenses
- [13.](#) 2400 Waterford Drive – Zoning Variation for Corner Fence

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.

- [14.](#) 16825 Churnovic Lane, Amazon - City Code and Zoning Ordinance Variations
- [15.](#) Third Amendment to Contract for Purchase of Real Estate (Former City Hall Property)
- [16.](#) Approval of Well 8 change order
- [17.](#) Approval of Well 10 change order
18. Public Comments
19. Mayor's Updates
20. Committee/Liaison Updates
21. City Administrator Updates
22. 5 ILCS 120/2(c)(1) The appointment, employment, compensation, discipline, performance, or dismissal of specific employees, or legal counsel for the public body.



Agenda Memo**Crest Hill, IL**

Meeting Date: October 27, 2025
Submitter: Raymond R. Soliman R.S.
Department: Mayor's Office
Agenda Item: Feathered Fork

Summary: Feathered Fork, 20631 Renwick Road, has met all of the requirements to ascertain a restaurant liquor license. Mayor has approved their license request and Mr. Harish Ananthapadmanabbhan and Jay Punukollu will be at the October 27, 2025, work session to introduce themselves to city council.

Recommended Council Action: Informational Only

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



City Council Work Session Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Daniel Ritter, AICP Community & Economic Development Director
Department:	Community & Economic Development
Agenda Item:	Discussion and Direction on The Feathered Fork (20631 Renwick Rd) Façade Grant

Summary:

The City has had a Façade Improvement Grant Program in place for several years, but it has not been utilized in over 5 years. The goal of the grant is to stimulate high-quality exterior building improvements on existing commercial buildings that support new and existing businesses. The grant reimburses applicants (owner or tenant with owner approval) up to 50% of eligible project costs, not to exceed \$10,000 per property.

The Feathered Fork is a new business that will be reoccupying the restaurant space at 20631 Renwick Road (formerly Chaos/Village Pub/Crusade space). The business will be an elevated chicken-forward restaurant with a global twist. It has been under interior renovation over the past few months and has submitted for a liquor license. The business owners have a restaurant and hospitality background.

The grant proposal would include new wall signage and vinyl graphic improvements for the business. The work would be completed by FBS Signs, the lowest cost proposal. The applicant plans on installing these as soon as possible. To the right, there is a breakdown of the proposed signage and costs.

Improvement	Cost
Main Wall Sign	\$3,353.90
Vinyl and Canopy Sign	\$1,520.00
Taxes	\$389.91
Total Grant Request (50% of total)	\$2,631.90

While the grant can be used for many things, including signage, the goal of the grant was to accomplish larger facade improvement, and not necessarily for just tenant signage changes. However, since there have not been grants approved or applied for in many years, this project can start to pave a path forward for other businesses and property owners to utilize it. Additionally, this specific space has had a revolving door of restaurants and a little bit of support up front can assist in its success. If the program becomes more competitive in future budget years, project preferences may become more relevant. The Feathered Fork is also considering applying again next year for patio upgrades.

Financial/Budget Info	
Budgeted FY26	\$12,750.00
Currently Used/ Obligated FY26	\$0
Requested Grant	\$2,631.90
Remaining Budget FY26	\$10,118.10

Recommended Council Action:

Discuss the proposed Façade Improvement Grant application for signage improvements at The Feathered Fork, 20631 Renwick Rd, in an amount not to exceed \$2,631.90, and move the item to the November 4, 2025, Regular Meeting Agenda for final consideration.

Attachments

- A. Façade Improvement Grant Application – The Feathered Fork 10/18/2025
- B. The Feathered Fork Narrative
- C. Cost Proposal by FBS Signs & Prints Inc. dated 9/25/2025
- D. East and North Proposed Elevations



FAÇADE IMPROVEMENT GRANT PROGRAM

EXECUTIVE SUMMARY

The City of Crest Hill Façade Improvement Grant Program was designed to stimulate high-quality, exterior building improvements to existing commercial buildings—improvements that are sufficient in scope to produce visible changes to the building façades.

The ultimate goal of the Façade Improvement Grant Program is to improve the look of the City's business districts. Other program goals include:

- Enhancing the attractiveness of the City of Crest Hill's main commercial corridors
- Ensure a high level of maintenance for a sustainable commercial area
- Promote commercial vitality and increase economic activity
- Maintain or improve existing property values in the target area and adjacent areas

The target areas for the Façade Improvement Grant Program are the City's main commercial corridors including, but not limited to:

- Broadway Street/Route 53
- Plainfield Road/Route 30
- Larkin Avenue
- Weber Road

ELIGIBILITY

To be eligible for a Façade Improvement Program Grant, a building must be used in whole or in part for commercial purposes and preference will be given to those located within the target area. Retail uses are preferred. Tenants must have written permission from the property owner in order to engage in the program, and the City of Crest Hill must grant all appropriate permits and approvals before work can be done.

Eligible activities include, but are not limited to:

- Repair and/or replacement of the original building's materials and decorative details that are deteriorated or missing
- Repair on non-original materials that cannot be removed due to deterioration of the underlying original building material
- Tuck pointing and masonry repair
- Painting
- Repair, replacement or addition of entrances, doors, display windows, transoms or second-story windows
- Removal, repair and/or replacement of existing signs and awnings
- New signs and awnings
- Landscaping improvements and planters
- Permanent exterior lighting
- Design fees on completed projects
- Permit fees for completed projects

A façade is defined as any building or structural elevation fronting a public roadway or viewable from a right-of-way (including alley and courtyard façades). Non-eligible activities include:

- Work on a façade not visible from a public street (unless the improvement is part of contiguous work on a façade facing a public street)
- Work on a roof
- Purchase of property
- Construction of a new building
- Fixtures and equipment
- Inventory
- Work done before approval of an application agreement for the Façade Improvement Program
- Project cost **must exceed \$2,000** to be considered for a façade grant
- **Façade grant funds cannot be used to correct outstanding code violations, for property damaged by collision, acts of nature or occurrences covered by insurance**

Additionally, the following types of properties are not eligible for the Façade Improvement Program:

- TIF assisted or city incentivized property
- Tax delinquent property
- Property whose owner has any other tax delinquent property
- Property in litigation
- Property in condemnation or receivership
- Property owned by religious groups
- Property owned on which taxes are not being paid
- Properties on which taxes are being paid, but have nonprofit use, such as schools, charities, clubs, organizations, etc.
- Exclusively residential buildings
- Properties purchased from the City are viewed on a case by case basis
- Government subsidized daycare centers
- National Franchises or Retail Chain Stores

FUNDING GUIDELINES

Grants are available to make certain improvements to a building's façade. The grant reimburses up to 50% of the total project's construction cost, not to exceed \$10,000 per project. However, the reimbursement amount is subject to City Council discretion as well as budget availability. Rebates and other forms of economic incentives may be utilized as part of the grant reimbursement at the City's discretion. Funding amount can be influenced by the scope of the project, façade orientation, building use, and other factors.

While architectural services by a licensed architect are encouraged, they are not required to participate in the program. The City reserves the right to require the services of an architect for projects with a significant scope of work, historic significance, or otherwise. If the City approves the project, the architect may provide bidding and construction plans and documents, as well as construction supervision. Only architectural services directly related to the approved façade improvements will be reimbursed. The façade grant program will provide reimbursement of 50% of City approved architectural services not to exceed 10 percent of the eligible construction costs, in which the amount is included toward the \$10,000 funding cap for reimbursement of construction costs.

APPLICATION REVIEW PROCESS

Interested parties must schedule a pre-application meeting with City staff prior to preparing any materials for submittal. Following this meeting, the applicant may complete and submit a grant application form, available on the City's website or in the Building Department at City Hall. Submittal requirements are set forth on the application form. Two bids should be submitted for each item in the scope of work. The City may enlist the services of an architect or construction manager to provide an independent review of the bids and also to give an opinion as to whether the proposed costs are fair and reasonable. These expenses would be incurred by the City. In addition, City staff may request material samples to gain a better understanding of the proposed colors. Information provided by the applicant will be used as the basis for preparation of the staff report to the City Council.

The City of Crest Hill retains the right to approve an entire request, to approve portions of a request, suggest and/or ask for changes/additions to a request before approving, or to deny any request or portion thereof. Staff will prepare a report offering a brief introduction to the project, a review of the various aspects of the proposal, and a suggested recommendation based on an evaluation of the proposed work against the City's signage ordinance.

City staff will determine if the application package that is submitted is sufficiently complete to review, and will draft a recommendation to the City Council. The application package is expected two weeks before a Council meeting. The application package will be reviewed by the City Council to determine whether the project should receive a grant and determine the amount of the award. In making the determination, the City Council will consider the following factors and may give priority to projects that meet the following criteria:

- Is the project in a historic district or is it in an individually eligible historic building?
- Will the project positively contribute to the City's redevelopment effort?
- Will the project substantially leverage more investments than the required matching amount of the grant?
- Will the grant result in an improvement that would not be made otherwise?
- Does the project comply with the City's ordinance?

Application packages must include enough documentation to illustrate the visual impact of the project and its costs. **Failure to provide required information will delay the review process.**

The items submitted should include:

- A completed application form
- Written consent from property owner giving permission to conduct façade improvements
- Color photographs of existing conditions
- Samples of materials and colors to be used

- Any other documentation necessary to illustrate the visual impact of the proposed project completion schedule
- Two competitive proposals from licensed and bonded contractors. These proposals should give detailed information about the work to be done, the costs, and the project completion schedule. Any contractor that has submitted a competitive detailed estimate may be used. **Contractors cannot be changed unless new proposals have been submitted and approved by City staff.**
- Owners or merchants who are in the contracting business and intend to perform work on their own properties or businesses, must furnish at least one proposal other than their own to be done.
- Owners and merchants may also perform work on their own buildings; however, they will not be reimbursed for time while acting as contractor and/or installing material.

Upon receipt of a complete application, with all the required attachments, a petition will be scheduled for the next available City Council meeting. The City Council meets the first and third Mondays of the month. Upon City approval, the applicant and City enter into a formal agreement, called a Façade Improvement Agreement, establishing the scope of work and approved reimbursement amount. The Agreement is signed by the City and the applicant, after the City Council has approved the project. Grant project work may commence after the Façade Improvement Agreement is signed and necessary permits are obtained.

GRANT REIMBURSEMENT

Reimbursement shall be limited to no more than 50% of the total cost of eligible improvements, **not to exceed \$10,000 per project**. However, the reimbursement amount is subject to City Council discretion. If the costs exceed the original estimates, the property owner or tenant will be responsible for the full amount of the excess. The City cannot reimburse more than the total amount specified in the Agreement.

Any work commenced prior to City Council approval and signing of the Façade Improvement Agreement will not be eligible for reimbursement funding, unless after-the-fact approval is granted by the City Council. No assurance is given that after-the-fact approval will be granted. The applicant has one year to complete the work from the date of the approval. Owners or lessees may request a six-month extension provided there is a demonstrated hardship.

The City of Crest Hill reserves the right to refuse reimbursements in whole or in part for work that:

- Does not conform to the program design guidelines
- Does not conform to the proposals submitted with the application and authorized by the City Council
- Are not commensurate with the workmanship and cost customary to industry
- Are not completed within one year from the date of approval (unless a six-month extension is granted)

Staff will inspect work to ensure that it complies with the approved plans. **Any changes to the approved plan will require a written request from the applicant and approval by the City Council in order to retain the façade grant.**

Grant reimbursement will occur upon completion of the improvements and after proof of payment has been received. If the applicant is doing his/her own labor, funding will be reimbursed only for materials used. The City may enlist the services of an architect or construction manager to provide an independent review of the construction costs to provide an opinion as to whether the costs are commensurate with prevailing construction costs and consistent with the contractor bids. These expenses would be incurred by the City.

Once completed, the applicant must maintain, and may not alter or change the improvements for a period of five years unless a request for modification is presented to the City Council and approved prior to commencing such work. The City will not reimburse for repair, replacement, or other alteration work completed through the Façade Improvement Grant Program for a period of seven (7) years.

In the event the improvements are not maintained, the City could require re-payment of the grant or an amount necessary to restore the improvements. Alternatively, the City could place a lien on the property for said amount.

Reimbursement can be expected approximately six (6) weeks after all the following documentation has been submitted:

- Copies of all paid invoices, canceled checks (bank statements) and lien waiver for all of the façade work covered by grant. These must equal at least the required matching amount. All project expenditures must be paid by check, money order or credit card. The invoices must be marked paid, signed, and dated by the contractors. Cash payments are not accepted.
- Lien waivers cannot be substituted for canceled checks or bank statements.
- Color photographs of the completed project.
- Projects that have received a Façade grant prior to having secured tenants for rental space must have half occupancy before a partial reimbursement will be processed. Owner has one year to retain full occupancy in order to receive full reimbursement.
- Properties that receive grants in excess of \$10,000 will have a lien placed on the property. This lien will remain in effect for three years. If the property is sold or transferred within that time period a portion of the award will be deducted from the proceeds of the sale. A property sold or transferred within one year will require repayment of the full amount, within two years 66%, and within three years 33%.

Reimbursement grants are subject to Federal and State taxes, and are reported to the Internal Revenue Service on Form 1099. Property owners and tenants should consult their tax advisor for tax liability information.



FAÇADE IMPROVEMENT GRANT APPLICATION

ARCHITECT/DESIGNER INFORMATION: FBS Signs & Printing		
NAME FBS Signs & Printing	COMPANY	CITY, STATE, ZIP
PHONE NUMBER	EMAIL	OTHER (CELL, ETC.)
BUSINESS LOCATION		
650 WARRENVILLE RD SUITE#100, Lisle, IL 60532 US		

APPLICATION INFORMATION:		DATE OF APPLICATION:
PRIMARY CONTACT	MAILING ADDRESS	CITY, STATE, ZIP
Sarah Cervantes 105 E. Galena Blvd, Aurora, IL 60506		
PHONE NUMBER	EMAIL	OTHER (CELL, ETC.)
BUSINESS LOCATION		

Have these improvements already been completed? _____ Yes ☒ No

Please check planned improvements:

_____ Canopy/Awning _____ Entrance _____ Painting _____ Tuck Pointing

_____ Windows _____ Lighting _____ Landscaping ☒ Signage

_____ Other, please specify _____

Description of Business

Feathered Fork, a Global Chicken restaurant

Item 2.

Description of proposed project:

Signage for Feathered Fork

REQUIRED FOR GRANT CONSIDERATION

- ☐ Projected Budget for scope of work to be performed, including two competitive proposals from licensed and bonded contractors
- ☐ Elevations and or plans, if applicable
- ☐ Photos of building exterior/facade
- ☐ Samples of proposed materials
- ☐ Written consent from property owner to conduct improvements
- ☐ Verification the property/business is in good financial standing with the City

ACKNOWLEDGEMENT & SIGNATURE

Execution of this application constitutes a grant agreement and creates specific obligations on the part of the Applicants, and I hereby affirm that I have reviewed and understand the Administrative Rules governing the Grant Program. I hereby affirm that I have full legal capacity to authorize the filing of this application and that to the best of my knowledge and belief, the information stated in this application and in all supporting documentation is true and accurate. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil or administrative penalties. I hereby agree that I personally guarantee any refund required pursuant to failure to strictly adhere to the Administrative Rules and the Grant Program parameters. I permit City representatives to make all reasonable inspections and investigations of the property during the process period of this application. As the business owner of this business, I hereby certify that this application and the use of any provided Grant proceeds shall be in accordance with all applicable ordinances, codes, and the Grant Program Administrative Rules.

Sarah Cervantes

10/18/25

SIGNATURE OF APPLICANT

DATE

To: City of Crest Hill
Attn: Sign Façade Improvement Program Committee
Subject: Feathered Fork Sign Façade Program Participation Request

Dear Committee Members,

On behalf of Feathered Fork, I'm writing to express our interest in participating in the City of Crest Hill's Sign Façade Improvement Program for our main exterior signage.

About Feathered Fork

Feathered Fork is a new restaurant opening soon in Crest Hill, offering a menu centered around global chicken and seafood dishes, all made with fresh ingredients and plenty of flavor. Our goal is to create a warm, inviting space where families, friends, and neighbors can enjoy a great meal close to home.

Our Team

Feathered Fork is part of JH Hospitality Group, the same team behind Touché French Creole and Giardino Trattoria & Pizzeria in Aurora. Our group is passionate about thoughtful design, quality food, and contributing to the local communities we're part of. Collectively, our team brings experience in hospitality, design, and community engagement, and we're excited to bring that energy to Crest Hill.

Project Request

We are requesting participation in the Sign Façade Improvement Program to receive reimbursement for our main exterior sign, totaling \$3,353.90. The sign features the Feathered Fork name and logo and is designed to complement the existing façade, providing a welcoming and visually cohesive look within the retail center. It enhances the property's curb appeal and helps establish our restaurant as a positive addition to the Crest Hill community.

Looking ahead, we also plan to apply for the patio improvement grant in the spring, as we continue to invest in creating an inviting outdoor dining space that adds to the area's appeal and accessibility.

We appreciate the city's commitment to supporting local businesses and enhancing community spaces. Thank you for considering Feathered Fork for the Sign Façade Improvement Program. We're excited to be part of Crest Hill's growing landscape and look forward to building a long-term presence in the community.

Thank you,
Sarah Cervantes
Marketing & Design
JH Hospitality Group

FBS SIGNS & PRINTS, INC.

650 WARRENVILLE RD SUITE#100

LISLE, IL 60532 US

+18552221133

Billing@fbsprints.com

http://www.Fbsprints.com



Estimate

ADDRESS

HARISH

ANANTHAPADMANABHAN

JH REAL ESTATE PARTNERS

LLC

105 E. GALENA BLVD

AURORA, IL 60506

SHIP TO

HARISH

ANANTHAPADMANABHAN

JH REAL ESTATE

PARTNERS LLC

FEATHER FORK

ESTIMATE # 58804**DATE** 09/25/2025

ACTIVITY	QTY	RATE	AMOUNT
Signage Fabricating a custom shape fork front and back lit 7' wide. Fabricating individual led channel letters 9" for " FEATHERED FORK" with white faces all mounted on a 2 inch backer panel. Overall size of backer panel is 12.5" x 144". Installation of signage on the facia on the building.	1	3,353.90	3,353.90T
VINYL DECALS Fabricating kiss cut, weeded and premask with lamination for vinyl below vinyl letters on the top window sizes 31"x34.5" qty 6 31" x 34.5" qty 1 16' x 31" qty 2 vinyl forks 55" x 11" qty 2 patio windows over all size 31' x 192" with Installation for all the vinyl's first surface.	1	1,520.00	1,520.00T
Permits Permit procurement, permit preparation, application fees and permit cost will be billed to customer	1	0.00	0.00

PRICING IS GOOD FOR 30 DAYS FROM DATE ABOVE.

LOOKING FORWARD FOR YOUR BUSINESS!

SUBTOTAL

4,873.90

TAX (0.08)

389.91

TOTAL**\$5,263.81**

Accepted By

Accepted Date







Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Requests from Tacos before Vatos

Summary: Currently the City does not have a formal process for handling various issues with businesses, thus they have been brought directly to the City Council. In the future, I will be working with the City Attorney and recommending that we create and adopt a process, similar to other cities, that uses the City Council as the final step – not the only step.

In the meantime, the attorney for Tacos before Vatos has been communicating with the City Attorney John Rodack and asked to be placed on the October 27th agenda. The City has not yet received their final request, but once we do, we will forward it to City Council.

It appears that Tacos before Vatos will be asking for permission to resume operations, while the Placing for Eating Tax (PFET), late charges, as well as administrative fees issues are being addressed; however, until staff receives their formal request(s), we are not sure.

Recommended Council Action: City Council hear what Tacos before Vatos and their attorney request(s) and provide directions to the City Attorney and City Administrator.

Financial Impact:

Funding Source: NA

Budgeted Amount: NA

Cost: NA

Attachments:

No attachments at this time.



Agenda Memo

Crest Hill, IL

Meeting Date: | October 27, 2025
Submitter: | Ronald J Wiedeman
Department: | Engineering
Agenda Item: | Provide direction for staff on the DRAFT PFAS Treatment Alternatives.

Summary: See attached DRAFT PFAS treatment alternatives presentation.

Recommended Council Action: Provide direction for staff on the DRAFT PFAS Treatment Alternatives.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: TBD

Cost: TBD

Attachments:

V3 Pres_Crest Hill_PFAS Treatment Evaluation_20251017 (DRAFT)



*Excellence in Engineering*SM

Per- and Polyfluoroalkyl Substances (PFAS) Treatment Evaluation

Presentation for City Council Work Session

October 27, 2025



Today's Agenda

- City's Water Supply and Current PFAS Regulations
- Review of Five Possible PFAS Treatment Alternatives
 - Remove Affected Wells from Supply
 - Install Treatment Systems to Reduce PFAS in Affected Wells
 - Provide Point-of-use Treatment Systems to Residents
 - Purchase Water from Another System
 - Drill Deeper Wells in Sandstone Aquifer (Currently PFAS Free)
- Opinion of Probable Cost Comparison
- Anticipated Implementation Schedules

Crest Hills Current Well Supply Source

- Crest Hill's source for water is from the Silurian Dolomite aquifer
- 8 shallow wells
- Two pressure zones (3-High zone wells, 4-low zone wells, 1 well serves both zones)
- Silurian Dolomite is rapidly recharged from surface water run-off making it susceptible to contamination
- The City is in the process of switching to treated Lake Michigan water supply from the GPWC
- Anticipated switch in mid 2030

Well #	Drill Year	Well Depth (ft)	Typical Pumpage (gpm)
Well No. 1	1963	303	400 to 450
Well No. 4	1951	300	400 to 450
Well No.7	1979	296	350 to 400
Well No. 8	1995	320	400 to 450
Well No. 9	1999	301	250 to 300
Well No. 10	2002	325	250 to 300
Well No. 11	2002	301	200 to 300
Well No. 12	2014	300	400

Changes to Drinking Water Regulations Confirm Past Decisions and Prompt Consideration for Temporary Action

- United States Environmental Protection Agency (USEPA) proposed enforceable regulations for six PFAS compounds in drinking water as of April 10, 2024

PFAS Compound	Acronym	MCL	Units
Perfluorobutanesulfonic acid	PFBS	2000	ppt or ng/L
Perfluorohexanesulfonic acid	PFHxS	10	ppt or ng/L
Perfluorononanoic acid	PFNA	10	ppt or ng/L
Perfluorooctanoic acid ^b	PFOA	4	ppt or ng/L
Perfluorooctanesulfonic acid ^b	PFOS	4	ppt or ng/L
Hexafluoropropylene oxide dimer acid (GenX)	HFPO-DA	10	ppt or ng/L

*MCL = Maximum Contaminant Level ppt = Part Per Trillion ng/L = nanogram per liter

- Illinois Environmental Protection Agency (IEPA) adopted the USEPA limits in March 2025
- The municipality must provide routine notification to the public with information on the levels of these compounds in drinking water starting in 2027
- Current regulations require compliance with MCLs (Maximum Contaminant Levels) by April 2029

Historical Sampling Shows Four of the City’s Wells Have Exceeded Recently Established Maximum Contaminant Levels (MCLs)

- Based on data provided by City from testing conducted between March 2021 and July 2025

PFAS Compound	MCL	Units	Well 1	Well 4	Well 7	Well 10
PFOA	4	ppt or ng/L	9.0-15.0	ND–2.5	3.0-8.0	4.6-13.0
PFHxS	10	ppt or ng/L	4.0-6.4	9-11	ND	1.9-5.0

Five Alternative Approaches to Reducing PFAS in Crest Hills Water Supply Were Evaluated Conceptually

Alternative #1: Remove Wells with Historical Exceedances of PFAS from Supply

Alternative #2: Install Systems to Treat PFAS in Affected Wells Until Treated Lake Michigan Water is Received

Alternative #3: Provide Residents Point-of-Use Treatment Systems for PFAS

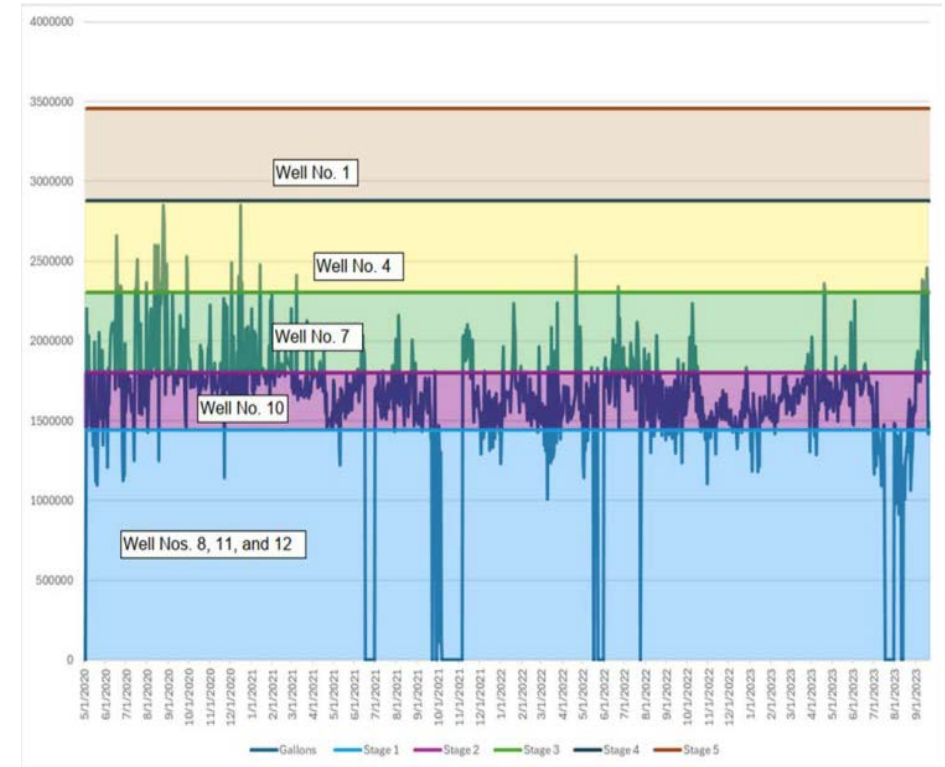
Alternative #4: Purchase Treated Water From a Neighboring Water Supply

Alternative #5: Drill New Deep Sandstone Wells and Remove PFAS Affected Wells from Supply

Alternative #1: Removal of PFAS Affected Wells from Operation

- Reducing or eliminating the contribution from selected wells under a 24-Hour pumping operation
 - Stage 1:** Wells Nos. 8, 11, and 9/12 operated at all times
 - Stage 2:** add Well No. 10
 - Stage 3:** add Well No. 7
 - Stage 4:** add Well No. 4
 - Stage 5:** add Well No. 1
- Wells No. 7 and 10 were chosen as Stage 2 and 3 based on available space for treatment and historical record of less PFAS in the system
- Anticipated cost: \$50,000 to \$200,000 and includes PFAS monitoring within the distribution system

24-Hour Well Operation



Alternative #2: Short Term Treatment – PFAS Treatment Technologies Available

- Investigated four treatment approaches, including:
 - Reverse Osmosis (RO)
 - Anion Exchange (AIX)
 - Flourosorb
 - Granular Activated Carbon (GAC)
- All are likely to be considered as emerging technologies for PFAS treatment and will require Pilot Studies prior to permit approval



Alternative #2: Short Term Treatment – PFAS Treatment Technologies Available

- 2A – Reverse Osmosis (RO):
 - Treats water by using a semi-permeable membrane that separates water molecules from unwanted substances
 - Pretreatment likely required
 - Significant water quality changes will trigger a Corrosion Control Treatment (CCT) Study in addition to Pilot Study
 - Waste stream contains concentrated PFAS which must be handled with treatment below
 - This treatment approach at the affected wells is not recommended

RO membrane image

Alternative #2: Short Term Treatment – PFAS Treatment Technologies Available

- 2B – Anion Exchange (AIX):
 - Uses positively charge anion exchange resins to treat negatively charged contaminants like PFAS in exchange for introducing additional chlorides ions into the treated water
 - Many negatively charged ions, in addition to PFAS will be treated
 - Media must be replaced when exhausted
 - PFAS ownership on spent media currently in question/under review
 - If treatment is chosen, this approach should be further discussed

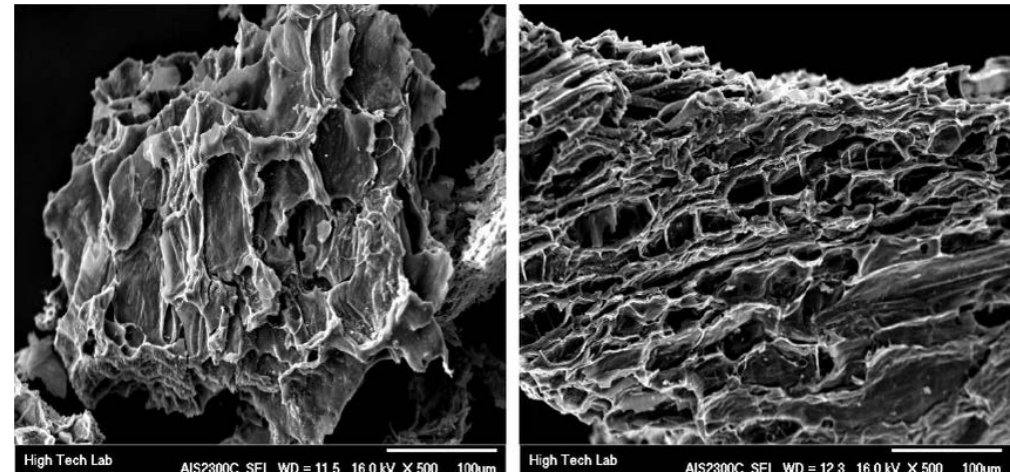


Alternative #2: Short Term Treatment – PFAS Treatment Technologies Available

- 2C – Fluro-Sorb:
 - Surface Modified Clay absorbent that specifically targets only Fluorinated Compounds
 - No competing contaminants results in longer media life, less media exchanges
 - Piloting in other areas showing spike breakthroughs and other issues
 - If treatment is chosen, this approach should be further discussed

Alternative #2: Short Term Treatment – PFAS Treatment Technologies Available

- 2D – Granular Activated Carbon (GAC):
 - Adsorption media derived from coal or coconut shells that are activated using high pressure and heat to create a pore structure
 - PFAS and many other contaminants will be adsorbed
 - Exhausted media change out is required, but can be reactivated
 - Incineration destroys the PFAS, but saves about 90% of the GAC for reuse
 - Recommend treatment approach



Source: Thermo Fisher Scientific

Alternative #2: Short Term Treatment – Three Equipment Manufacturers Investigated

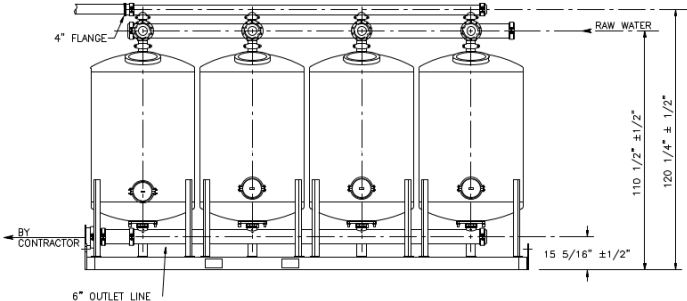
Equipment Manufacturers	
Desotec: GAC Supplier	• Rental Units • Set up the site to insert and swap units • Can reactivate and reuse
Atec: provides effective treatment using media for adsorption performance across a wide range of PFAS compounds	• Purchase units and sell(?) after switch • Multiple treatment approaches: AIX, GAC, and Fluro-sorb, all require media exchange • Require pretreatment
WaterSurplus: provides effective treatment using media for adsorption performance across a wide range of PFAS compounds	• Purchase units and sell(?) after switch • Multiple treatment approaches: AIX and GAC, both required media exchange • Would need to rebuy resin roughly 1-2 years • Require pretreatment

- Cost is estimated at **\$1,000,000 to \$2,000,000** for each site

H x W x D: 230" x 102" x 106"



Source: 8 pt. Arial, italic



Alternative #3: Providing Treatment at the Resident or Business, or “Point-of-Use Treatment” Comes in a Few Possible Forms

- Two point-of-use treatment options
- City to install and maintain and routinely test at each location
- Likely not be considered as compliance with the IEPA

Point-of-Use Treatment Options	
RO Systems	Carbon Filters
• Whole house systems • Under the sink systems	• Whole house systems • GAC pitcher filters
• Opinion of cost: \$6,000,000 including install only • This option is not recommended	• Opinion of cost: \$2,000,000 including replacement filters every three months for five years • Distribution issues need to be addressed for this option

Alternative #4: Interconnect With City Of Joliet And Purchase Treated Water From Them as an Alternate Water Supplier

- IEPA will not typically allow a blended water distribution system. Similar situations have required 100% switch to one water source or blending before entering the system.
- CCT Study would be required
- Two Interconnects
 - Gaylord Road and Division Street
 - Intersection of Theodore street and Plainfield Road
- Total cost with contingency is estimated at **\$8,250,000**
- Annual cost to purchase water would be about **\$11,600,000** in 2025 dollars and could increase annually
- No discussions have taken place with the City of Joliet, so it is not known if they would have the water available and be willing to sell it

Alternative #5: High Capacity Deep Well Construction Could Offset Multiple City Shallow Wells

- 1000 gpm deep well into the deep sandstone, Iron-Galesville aquifer, which contains no PFAS
- Wells 1,4,7, and 10 could be placed on standby and only used in peak demand periods
- Water treatment will be needed to reduce naturally occurring radium from the deep well supply
- Again, deep well and shallow well water would not be able to blend in the distribution system
Raw water mains and centralized treatment would be necessary
- IEPA will require a CCT study for the impacts of blending of shallow and deep well water
- Total probable cost, including the CCT study and raw water main, is estimated at **\$21,750,000**

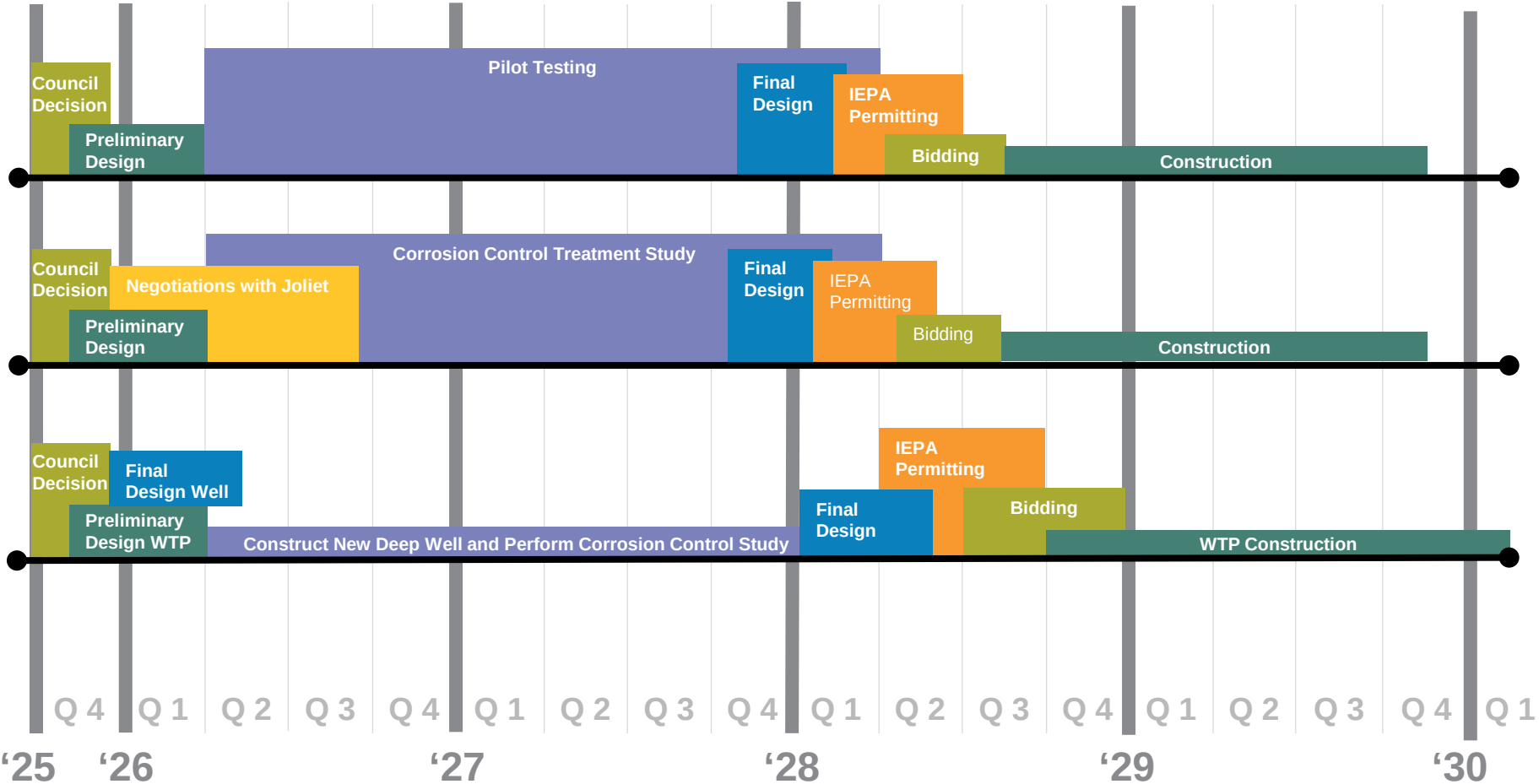
Schedule



Install Treatment at Wells 7 & 10

Install City of Joliet Interconnection

Construct New Deep Well and WTP



Cost Comparison

Cost Comparison		
Alternative	Opinion of Probable Cost (2025 Dollars)	Staff Recommended
Limiting Well Pumpage	\$0 to \$200,000 per year	Yes
Short Term Treatment	\$2,000,000 to \$4,000,000	Discuss further action
Point-of-Use Treatment	\$2,000,000	Discuss further action
Alternate Water Supplier	\$8,250,000 then \$11.6M annually to purchase water	No, time restraint
Deep Well Installation	\$21,750,000	No, time restraint

Questions?



Source: © marish – vectorstock.com



*Excellence in Engineering*SM



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Chemical Feed System Upgrades by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$33,900.00.

Summary:

Strand & Associates is being requested by staff to perform construction inspection on this improvement. Some of the items they will be doing will be documenting the work that is being completed according to the plans, reviewing shop drawing, addressing contractor questions to plans, pay requests review, attendance at field meetings, perform inspection for compliance with bid and contract documents and material testing.

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

Recommended Council Action:

Resolution approving an Agreement for Phase 1-CIPP Water Main Rehabilitation by and Between the City of Crest Hill, Will County, Illinois and Strand Associates for an amount of \$33,900.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$3,602,608.40

Cost: 33,900.00

Total 2026 budget amount obligated to the water fund to date including this work: \$3,501,183.40

Attachments:

Resolution-CE Services Chemical Feed System Upgrades.

Chemical Feed CE-3894.079.NSF to Owner

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR CHEMICAL FEED SYSTEM UPGRADES IMPROVEMENT BY AND BETWEEN
THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND ASSOCIATES
FOR AN AMOUNT OF \$33,900.00**

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

WHEREASECS Strand Associates. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Chemical Feed System Upgrades Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Chemical Feed System Upgrades Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$33,900.00 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 3RD DAY NOVEMBER, 2025.

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

APPROVED THIS 3RD DAY OF NOVEMBER 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



NFS TO OWNER

Strand Associates, Item 5.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

October 2, 2025

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

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for Construction-Related Services for the Chemical Feed System Upgrades

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Construction-Related engineering services (Services) for the Chemical Feed System Upgrades project previously designed by ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

1. Review and respond to up to ten contractor requests for information.
2. Review up to three iterations of shop drawing submittals and one iteration of the manufacturer-provided operation and maintenance submittals. Additional reviews shall be considered additional Services.
3. Provide a resident project representative for part-time observation of construction for up to 80 hours, which includes 16 round trips to the sites. This anticipates eight weeks of active construction. In furnishing observation services, ENGINEER's efforts will be directed toward determining for OWNER that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

Service Elements Not Included

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

1. Additional and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.

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

3. Bidding-Related Services: Any services involved in performing bidding-related services.
4. Drawings and Specifications: Design services including drawings and specifications.
5. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
6. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
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 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.
9. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee not to exceed \$33,900.

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.

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of October 6, 2025. Services are scheduled for completion on March 31, 2026.

Standard of Care

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

OWNER's Responsibilities

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

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.

City of Crest Hill, Illinois
Page 4
October 2, 2025

2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

Extension of Services

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

Payment

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

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

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

Termination

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

Data Provided by Others

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

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

City of Crest Hill, Illinois
Page 5
October 2, 2025

being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

Dispute Resolution

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

Remedies

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

Terms and Conditions

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

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

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
Corporate Secretary

Date

Honorable Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Engineering Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$179,500.00.

Summary:

The construction of the new 2.5 MG Ground Storage Tank required for the switch to the new water supply provided by the Grand Prairie Water Commission did not make the 2026 IEPA intended funding list. In order to keep our current schedule, the city would like to apply for IEPA bypass funding.

To have construction engineering services included as a qualifying expense of the loan we need to submit an executed construction engineering agreement with our request for bypass funding.

Attached is a draft agreement for construction engineering services related to the construction of the East 2.5 MG Ground Reservoir.

Strand Associates, Inc. has been requested by staff to perform part-time construction inspection on this improvement. Some of the tasks they will be performing are documentation of work completed, reviewing and approving shop drawing, reviewing contractor pay requests, attendance at field meetings and preparing minutes of these minutes, coordinate the project with the owner and businesses of the shopping center and performing inspection for compliance to ensure project is built according to the approved plans.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amount of \$179,500.00

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: Will be Included in the 2027 budget.
Cost: \$179,500.00

Attachments:

Resolution-CE Services 2.5 MGD Ground Tank

Exhibit A-3894.079 (Final Copy_092225).pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION ENGINEERING AGREEMENT
FOR EAST RECEIVING STATION RESERVOIR IMPROVEMENT BY AND
BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND
ASSOCIATES, INC. FOR AN AMOUNT OF \$179,500.00**

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 Professional Services, for the East Receiving Station Reservoir Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR East Receiving Station Reservoir Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$179,500.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

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

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

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

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

[Intentionally Blank]

PASSED THIS 3rd DAY NOVEMBER, 2025.

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

APPROVED THIS 3RD DAY OF NOVEMBER 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



FINAL COPY

Strand Associates, Item 6.
 1170 South Houbolt Road
 Joliet, IL 60431
 (P) 815.744.4200
 www.strand.com

September 22, 2025

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

Attention: Honorable Mayor Raymond R. Soliman

Re: Agreement for Construction-Related Services for the East Receiving Station Reservoir

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Construction-Related engineering services (Services) for the East Receiving Station Reservoir project previously designed by ENGINEER. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Construction-Related Services

It is anticipated that active construction will last for approximately ten months and that ENGINEER's professional services will be provided for up to 18 months.

1. Review contractor's initial schedule of values and list of subcontractors and suppliers.
2. Attend one preconstruction conference with contractor and OWNER. Prepare minutes and distribute to attendees.
3. Attend up to eight virtual progress meetings when no construction activity is occurring. Prepare minutes for each meeting and distribute to attendees.
4. Review contractor's schedule each month for up to 18 months.
5. Review and respond to up to 35 contractor requests for information.
6. Prepare up to 25 cost proposal requests, field orders, work change directives, and change orders and provide to OWNER and contractor for potential changes in scope of work, if appropriate. Review contractor-provided responses to cost proposal requests, field orders, and work change directives, and provide comments, as appropriate. Discuss responses with OWNER and provide change orders to OWNER for approval.
7. Review up to three iterations of shop drawing submittals and one iteration of the manufacturer-provided operation and maintenance submittals. Additional reviews shall be considered additional Services.
8. Assist OWNER in preparing monthly Illinois Environmental Protection Agency (IEPA) requests for loan disbursement during construction. Submit the monthly requests to OWNER and IEPA for IEPA loan disbursement electronically.
9. Assist with questions from the resident project representative (RPR).

RES:mro:dfc\R:\JOL\Documents\Agreements\C\Crest Hill, IL\E-W RecvgStaCnst.2025\Agr3894.079.docx

RPR Services

1. Provide RPR for up to 600 hours of part-time observation of construction comprising up to 15 hours per week throughout the ten-month construction period.
2. Review construction progress schedules, schedule of shop drawing submittals, and schedule of values prepared by the contractor and discuss monthly with the project manager.
3. Attend the preconstruction conference and up to ten construction progress meetings.
4. Observe specified tests, equipment, and system start-ups associated with the project.
5. Consider, review, and report contractor's requests for clarifications or modifications, as appropriate.
6. Review monthly pay request items from contractor.

Contract Closeout and Record Drawings

1. Conduct one final completion review with OWNER and contractor. Prepare a list of items to be completed or corrected.
2. Prepare final disbursement and closeout paperwork for the IEPA low interest loan..
3. Prepare record drawings based on contractor's markup drawings. ENGINEER is providing drafting Services only for record drawings based on the records presented to ENGINEER by contractor and OWNER. Record drawings from contractor presented as marked up portable document format (PDF) files will be left as such and will not be converted into AutoCAD form. ENGINEER will not be liable for the accuracy of the record drawing information provided by contractor and OWNER.
4. Provide a flash drive containing the following:
 - a. Manufacturer's O&M manuals.
 - b. Manufacturer's warranties.
 - c. Final shop drawings.
 - d. Technical specifications.

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 and Extended Services during construction made necessary by:
 - a. Work damaged by fire or other cause during construction.
 - b. A significant amount of defective or neglected work of any contractor.
 - c. Prolongation of the time of the construction contract.
 - d. Default by contractor under the construction contract.
2. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
3. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
4. Bidding--Related Services: Any services involved in performing bidding-related services.

5. Drawings and Specifications: Final design services including drawings and specifications.
6. 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.
7. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
8. Review of Product Substitutions Proposed by Contractor: The terms of the construction Contract call for the construction contractor to reimburse OWNER for ENGINEER's cost for evaluating substitute products. ENGINEER's cost for such evaluations is not included.
9. 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.
10. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
11. 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.
12. Unsolicited Media: Any services that include the review or analysis of unsolicited media including, but not limited to, photographs, videos, and drone footage provided by OWNER or contractors unless specifically requested and agreed to in writing. ENGINEER's use of electronic construction administration programs (e.g., e-builder, Newforma) is limited to the Scope of Services defined in this Agreement. ENGINEER is not responsible for the review of unsolicited media uploaded to these programs unless specifically requested and agreed to in writing.

Compensation

OWNER shall compensate ENGINEER for Services under this Agreement on an hourly rate basis plus expenses an estimated fee not to exceed \$179,500. Expenses incurred such as those for travel, meals, printing, postage, copies, computer, electronic communication, and long distance telephone calls will be billed at actual cost plus ten percent.

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

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

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

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of March 30, 2026. Services are scheduled for completion on November 1, 2027.

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. OWNER's soils consultant shall provide all necessary geotechnical testing during construction. OWNER's soils consultant shall notify OWNER and ENGINEER of any geotechnical testing indicating any materials that are not in accordance with the Contract Documents (nonconforming materials) and if any nonconforming materials have been incorporated into the work.
7. Pay all permit and plan review fees payable to regulatory agencies.

Observation Services

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

Payment Requests

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

Changes

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

Extension of Services

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

Payment

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

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

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

Termination

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

Data Provided by Others

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

Third-Party Beneficiaries

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

Dispute Resolution

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

Remedies

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

Terms and Conditions

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

Audit and Access to Records

Books, records, documents and other evidence directly pertinent to performance of PWSLP/Water Pollution Control Loan Program loan work under this Agreement shall be maintained in accordance with generally accepted accounting principles. The Agency or any of its authorized representatives shall have access to the books, records, documents and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.

Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.

All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.

The final audit report shall include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of project services under this Agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 365.650 or Section 662.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to five years, or both.

United States Environmental Protection Agency (USEPA) Nondiscrimination Clause

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of agreements awarded under USEPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or other legally available remedies.

USEPA Fair Share Percentage Clause

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction and services in accordance with the PWSLP rules. As required by the award conditions of USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

Utilization of Women and Minority Businesses

ENGINEER shall not discriminate on the basis of race, color, national origin or sex in the performance of these services. ENGINEER will carry out applicable requirements of 40 CFR Part 33 in the award and administration of services awarded under EPA financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this agreement which may result in the termination or legally available remedies.

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Clean Water Loan Program rules. As required by the award conditions of the USEPA's Assistance Agreement with IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

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

ENGINEER:

STRAND ASSOCIATES, INC.®

OWNER:

CITY OF CREST HILL, ILLINOIS

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving a Construction Testing Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$12,841.50.

Summary:

The construction of the new 2.5 MG Ground Storage Tank required for the switch to the new water supply provided by the Grand Prairie Water Commission did not make the 2026 IEPA intended funding list. In order to keep our current schedule, the city would like to apply for IEPA bypass funding.

To have construction testing services included as a qualifying expense of the loan we need to submit an executed construction testing agreement with our request for bypass funding.

Attached is a proposal for construction testing services for the construction of the East 2.5 MG Ground Reservoir.

Rubino Engineering, Inc. has been requested by staff to perform construction testing on this improvement. Some of the tasks they will be performing are field testing of borrow materials, compaction testing, laboratory testing, review of subgrade proof roll under structure pad and field testing of subgrade under the footing.

Recommended Council Action:

A Resolution approving a Construction Engineering Agreement for East Receiving Station Reservoir Improvement by and Between the City of Crest Hill, Will County, Illinois and Rubino Engineering, Inc. for an amount of \$12,481.50.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: Will be Included in the 2027 budget.

Cost: \$12,841.50

Attachments:

Resolution-Construction Testing Services 2.5 MG Ground Tank

Exhibit A-Construction Testion-Q25.496 Crest Hill Eastern Receiving Station Reservoir in Will County for City of Crest Hill.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION TESTING AGREEMENT FOR
EAST RECEIVING STATION RESERVOIR IMPROVEMENT BY AND BETWEEN
THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND RUBINO
ENGINEERING, INC. FOR AN AMOUNT OF \$12,841.50**

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, Rubino Engineering, Inc. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the East Receiving Station Reservoir Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR East Receiving Station Reservoir Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$12,841.50 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 3RD DAY NOVEMBER, 2025.

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

APPROVED THIS 3RD DAY OF NOVEMBER 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

PROPOSAL

September 26, 2025

To: Honorable Raymond Soliman, Mayor
City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403
Phone: 815-741-5100

Re: **Construction Materials Testing Services**
Proposed Crest Hill Receiving Station
Ground Level Reservoir
In Crest Hill, Illinois

Proposal No. Q25.496

Rubino Engineering, Inc. is pleased to submit the following proposal to provide construction materials testing and inspection services for the above referenced project.

PROJECT UNDERSTANDING

Rubino Engineering Inc. received a request for proposal from Richard Scheer, P.E. of Strand Associates, Inc. on behalf of the City of Crest Hill, Illinois on September 16th, 2025 and the following outlines our understanding of the requested scope of services:

Project Name and Description

EASTERN RECEIVING STATION RESERVOIR

FOR THE

CITY OF CREST HILL WILL COUNTY, ILLINOIS

MARCH 2026

Documents Received

- RFP Email from Richard Scheer, P.E. of Strand Associates on behalf of The City of Crest Hill, on September 26, 2025.
- Plan set – “Planset to IEPA 8-28-25.pdf”

General Scope of Services

EARTHWORK TESTING

- Field testing of on-site and borrow soil material
 - Compaction by the nuclear method and proof-rolls
 - Please call Rubino **ONE WEEK PRIOR** to Compaction testing so that Rubino can obtain samples to run a proctor *before* we are due on-site for testing.
- Laboratory testing of on-site and borrow soil material
 - Standard proctor ASTM D698 or Modified proctor ASTM D1557
- Subgrade / Subbase stone proof roll – structure pad

INSPECTION OF FOOTING SUBGRADE

- Field testing of bottom of footing subgrade excavation
 - Unconfined compressive strength testing/ penetrometer testing

Extras

- Re-inspection for failed tests
- Sieve Analysis (Granular Material) or Hydrometer and Atterberg Limit Determination (Soil)
- Work areas not ready for inspection at the time scheduled
- Delays by the contractor
- Cancellations
- Overtime
- Any services not described and listed above

Rubino Engineering, Inc. proposes to provide experienced, technical personnel to perform the requested testing in general accordance with the client-provided project specifications. If any of the above information is incorrect, please notify us or change it on the signed copy of the proposal.

FEES

The work will be accomplished on a unit price basis in accordance with the Rubino Engineering, Inc. Schedule of Services and Fees, and will be performed pursuant to the attached General Conditions. Copies of our Schedule of Services and Fees and General Conditions are enclosed herewith and incorporated into this proposal.

ESTIMATE OF SERVICES & FEES - PREVAILING WAGE RATES

Description	Quantity	Unit Rate	Total
EARTHWORK AND FOUNDATION SOIL TESTING			
Engineering Technician (MT-2)	80 @	\$120.00 per hour	\$ 9,600.00
Specimen Pick Up	1 @	\$295.00 per trip	\$ 295.00
Modified Proctor per ASTM D1557	1 @	\$311.50 each	\$ 311.50
Nuclear Density Gauge / DCP Equipment	10 @	\$50.00 per day	\$ 500.00
Vehicle Charge - Round Trip	10 @	\$65.00 per trip	\$ 650.00
Engineering: Report Review, Consult, Meetings, Admin	11 @	\$135.00 per hour	\$ 1,485.00
SUMMARY			
TOTAL ESTIMATED BUDGET:			\$ 12,841.50

Rubino Engineering, Inc.'s fees will be determined by the actual amount of technical time expended for this project and the amount of laboratory testing performed by the client's request.

The fees charged under this agreement are subject to change 6 months from the date of the proposal.

Rubino Engineering, Inc. will proceed with the planned work only after receiving a signed copy of this proposal. Please complete the attached Project Data Sheet before returning the proposal to enable your file to be properly established.

PROJECT SCHEDULING

Please book testing services prior to 4pm the day before testing is needed via our website:

<https://rubinoeng.com/schedule-field-testing>

The office and field project manager will be notified, and you will receive a confirmation email and possibly a follow up phone call or email for additional project information.

Changes to the schedule or cancellations: scheduling@rubinoeng.com

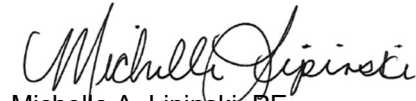
Please call the office with any questions or changes to the schedule between 8am to 4pm.

Late or Same Day Scheduling will result in additional time charges for coordination and overtime.

CLOSING

Rubino appreciates the opportunity to offer our services for this project and we look forward to working with your company. Please contact me with questions pertaining to this proposal or requests for additional services.

Respectfully submitted,
RUBINO ENGINEERING, INC.



Michelle A. Lipinski, PE
President

michelle.lipinski@rubinoeng.com

**RUBINO ENGINEERING, INC. IS:
AN AASHTO-ACCREDITED LABORATORY
IDOT PREQUALIFIED
IDOT DBE-CERTIFIED (100% WOMAN-OWNED)**

AUTHORIZATION AND PROPOSAL ACCEPTANCE

If this proposal is acceptable to you, Rubino Engineering, Inc. will perform the work in accordance with the attached General Conditions that are incorporated into and made a part of this proposal. Please sign below as notice to proceed and return one copy of this proposal intact to our office. We will proceed with the work upon receipt of signed authorization.

AGREED TO, THIS _____	DAY OF _____	, 20__.
BY (please print): _____		
TITLE: _____		
COMPANY: _____		
SIGNATURE: _____		

PROJECT INFORMATION:

1. Project Name: _____
2. Project Location: _____
3. Your Job No: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
5. Site Contact: _____ Telephone No.: _____
6. Number and Distribution of Reports:

() Copies To: _____	() Copies To: _____
Attn: _____	Attn: _____
Email: _____	Email: _____
() Copies To: _____	() Copies To: _____
Attn: _____	Attn: _____
Email: _____	Email: _____
7. Invoicing Address: _____

Attn: _____
Email: _____
8. Other Pertinent Information Or Previous Subsurface Information Available:

Rubino Engineering, Inc.

Schedule of Construction Materials Testing Services & Fees through December 31, 2025 (Illinois Prevailing Wage)

LABORATORY TESTING SERVICES

Compression testing of concrete, mortar and grout specimens by ASTM procedures	Per Cylinder	\$ 19.50
ASTM D698 - AASHTO T99 (Standard Proctor)	Each	\$ 267.00
ASTM D1557 - AASHTO T180 (Modified Proctor)	Each	\$ 311.50
Sieve Analysis (Washed)	Each	\$ 120.00
Sample preparation for the above tests	Each	\$ 55.00
Cylinder Pick Up / Sample Pick Up (not including vehicle charge)	Per Hour	\$ 115.00

MATERIAL TESTER - 2 - Field inspection of soil

Per Hour	\$ 120.00
Per Hour Overtime (before 7am, after 3pm and Saturdays)	\$ 180.00
Per Hour Overtime Sundays and Holidays	\$ 240.00

EQUIPMENT CHARGES

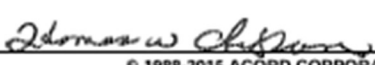
Vehicle Charge - Round Trip	Per Day	\$ 65.00
Nuclear Density Gauge / DCP Equipment	Per Day	\$ 50.00

ENGINEERING SERVICES

Principal Engineer	Per Hour	\$ 185.00
Project Engineer/Manager	Per Hour	\$ 135.00

REMARKS

- 1) All fees and services are provided in accordance with the attached Rubino Engineering, Inc. General Conditions.
- 2) Unit prices/rates are in effect for 6 months from the date of this proposal and are subject to change without notice thereafter if not noted above.
- 3) Overtime rates are applicable for services performed in excess of 8 hours per day Monday through Friday, before 7:00 AM or after 3:00 PM, and for all hours worked on Saturdays, Sundays and holidays. The overtime rate is 1.5 times the applicable hourly rate. Sundays and holidays are double time.
- 4) All rates are billed on a portal-to-portal basis.
- 5) Standby time due to delays beyond our control will be charged at the applicable hourly rate.
- 6) Transportation and per diem are charged at the applicable rates per trip.
- 7) Rates involving mileage (including transportation, mobilization, vehicle and trip charges) are subject to change based upon increases in the national average gasoline price.
- 8) A minimum charge of 4 hours applies to field testing and observation services up to 4 hours. Over 4 hours a minimum of 8 hours applies. Time calculated portal to portal and includes equipment loading, travel, and report preparation.
- 9) Scheduling or cancellation of field testing and observation services is required no less than the working day prior to the date the services are to be performed. Services cancelled without advance and/or inadequate notice will be assessed a minimum 4-hour charge.
- 10) For all Rubino Engineering, Inc. services, a project management/engineering review charge will be billed for all reports issued for the scheduling/supervision of personnel and the evaluation/review of data and reports.
- 11) The minimum billing increment for time is a half hour.
- 12) A project set-up charge of a minimum of two hours applies to all projects.
- 13) Professional Services rates are exclusive of expert deposition or testimony time.
- 14) This proposal is based on Rubino Engineering, Inc. being scheduled on an on-call basis and letters of certification will not be provided unless Rubino Engineering, Inc. is notified in advance and Rubino Engineering, Inc. is scheduled for full time inspection and testing of the area or item to be certified.
- 15) If special inspections are required by the city where the construction is to take place, it must be brought to the attention of Rubino Engineering, Inc. prior to the start of construction as additional charges will apply.
- 16) Prevailing wage fees are subject to change based on the Illinois Department of Labor.
- 17) Services and fees not listed on this schedule may be quoted on request.

Client#: 1171577		RUBINENG	DATE (MM/DD/YYYY) 9/06/2024
ACORD™ CERTIFICATE OF LIABILITY INSURANCE			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.			
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).			
PRODUCER USI Ins Svcs LLC Euclid-Prof 2021 Spring Road, Suite 100 Oak Brook, IL 60523 312 442-7200		CONTACT NAME: Laurie Cloninger PHONE (A/C, Mo, Ext): 630 625-5219 FAX (A/C, Mo): 610 537-4939 E-MAIL ADDRESS: AEcertificates@usi.com	
INSURED Rubino Engineering, Inc. 425 Shepard Dr Elgin, IL 60123		INSURER(S) AFFORDING COVERAGE INSURER A: RLJ Insurance Company NAIC # 13056 INSURER B: Pacific Insurance Company, Limited 10046 INSURER C: INSURER D: INSURER E: INSURER F:	
COVERAGES		CERTIFICATE NUMBER:	
REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.			
INSR LTR	TYPE OF INSURANCE	ADD SUBR INSR RVD	POLICY NUMBER
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:		PSB0003777
			POLICY EFF (MM/DD/YYYY) 09/01/2024 POLICY EXP (MM/DD/YYYY) 09/01/2025
			LIMITS EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (If applicable) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOSP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PSA0001881
			POLICY EFF (MM/DD/YYYY) 09/01/2024 POLICY EXP (MM/DD/YYYY) 09/01/2025
			LIMITS COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED. RETENTION \$		PSE0002142
			POLICY EFF (MM/DD/YYYY) 09/01/2024 POLICY EXP (MM/DD/YYYY) 09/01/2025
			LIMITS EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF DESIGNATIONS below	Y/N ☒ Y ☐ N / A	PSW0002789
			POLICY EFF (MM/DD/YYYY) 09/01/2024 POLICY EXP (MM/DD/YYYY) 09/01/2025
			LIMITS ☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability		83OH056719924
			POLICY EFF (MM/DD/YYYY) 09/01/2024 POLICY EXP (MM/DD/YYYY) 09/01/2025
			LIMITS \$2,000,000 each claim / \$4,000,000 annual aggr.
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Professional Liability is written on a 'claims made' policy form. Some or all officers are excluded from Workers Compensation coverage.			
CERTIFICATE HOLDER Rubino Engineering, Inc. 425 Shepard Dr. Elgin, IL 60123		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 	

ACORD 25 (2016/03) 1 of 1
#S46128240/M46082929

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DBDZP

GENERAL CONDITIONS

1. PARTIES AND SCOPE OF SERVICES: Rubino Engineering, Inc. shall include said company or its particular division, subsidiary or affiliate performing the services. "Services" means the specific geotechnical, analytical, testing or other service to be performed by Rubino Engineering, Inc. as set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. Additional services ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the services to be done by Rubino Engineering, Inc. If Client is ordering the services on behalf of another, Client represents and warrants that it is the duly authorized agent of said party for the purpose of ordering and directing said services. Unless otherwise stated in writing, Client assumes sole responsibility for determining whether the quantity and the nature of the services ordered by the client is adequate and sufficient for Client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of Rubino Engineering, Inc.'s services. Rubino Engineering, Inc. shall have no duty or obligation to any third party greater than that set forth in Rubino Engineering, Inc.'s proposal, Client's acceptance thereof and these General Conditions. The ordering of services from Rubino Engineering, Inc., or the reliance on any of Rubino Engineering, Inc.'s work, shall constitute acceptance of the terms of Rubino Engineering, Inc.'s proposal and these General Conditions, regardless of the terms of any subsequently issued document.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspection of the site, materials and work performed by Rubino Engineering, Inc. or others to be timely and properly performed in accordance with the plans, specifications and contract documents and Rubino Engineering, Inc.'s recommendations. No claims for loss, damage or injury shall be brought against Rubino Engineering, Inc. by Client or any third party unless all tests and inspections have been so performed and unless Rubino Engineering, Inc.'s recommendations have been followed. Client agrees to indemnify, defend and hold Rubino Engineering, Inc., its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or Rubino Engineering, Inc.'s recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act of omission of Rubino Engineering, Inc., its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF SERVICES: The services set forth in Rubino Engineering, Inc.'s proposal and Client's acceptance will be accomplished in a timely, workmanlike and professional manner by RUBINO ENGINEERING, INC. personnel at the prices quoted. If Rubino Engineering, Inc. is required to delay commencement of the services or if, upon embarking upon its services, Rubino Engineering, Inc. is required to stop or interrupt the progress of its services as a result of changes in the scope of the services requested by Client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of Rubino Engineering, Inc., additional charges will be applicable and payable by Client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for Rubino Engineering, Inc. to perform the services. Rubino Engineering, Inc. shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its services or the use of its equipment; however, Rubino Engineering, Inc. has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires Rubino Engineering, Inc. to restore the site to its former condition, upon written request Rubino Engineering, Inc. will perform such additional services as is necessary to do so and Client agrees to pay Rubino Engineering, Inc. for the cost.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that it has advised Rubino Engineering, Inc. of any known or suspected hazardous materials, utility lines and pollutants at any site at which Rubino Engineering, Inc. is to perform services hereunder, and unless Rubino Engineering, Inc. has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits. Rubino Engineering, Inc. may use such information in performing its services and is entitled to rely upon the accuracy and completeness thereof. Client agrees to defend, indemnify and save Rubino Engineering, Inc. harmless from all claims, suits, losses costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to Rubino Engineering, Inc.'s performance of its work and resulting to or caused by contact with subsurface of latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to Rubino Engineering, Inc. by Client and/or by any of Client's subcontractors or sub consultants

6. RESPONSIBILITY: Rubino Engineering, Inc.'s services shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. Rubino Engineering, Inc. shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. Rubino Engineering, Inc.'s services or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. Rubino Engineering, Inc. has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed in writing, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed sixty (60) days after submission of Rubino Engineering, Inc.'s report.

8. PAYMENT: Client shall be invoiced once each month for services performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing with said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law), until paid. Client agrees to pay Rubino Engineering, Inc.'s cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. Rubino Engineering, Inc. shall not be bound by any provision or agreement requiring or providing for arbitration or disputes or controversies arising out of this agreement, any provision wherein Rubino Engineering, Inc. waives any rights to a mechanics' lien, or any provision conditioning Rubino Engineering, Inc.'s right to receive payment for its services upon payment to Client by any third party. These General Conditions are notice, where required, that Rubino Engineering, Inc. shall file a lien whenever necessary to collect past due amounts. Release of such lien shall be given only when payment in full has been received for services duly rendered. Failure to make payment within thirty (30) days of invoice shall constitute a release of Rubino Engineering, Inc. from any and all claims which Client may have, whether in tort, contract or otherwise and whether known or unknown at the time.

9. STANDARD OF CARE: RUBINO ENGINEERING, INC.'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, THESE GENERAL CONDITIONS AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, RUBINO ENGINEERING, INC. WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. RUBINO ENGINEERING, INC. MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, IN CONNECTION WITH ITS SERVICES PROVIDED AS SET FORTH IN ITS PROPOSAL, CLIENT'S ACCEPTANCE THEREOF, AND THESE GENERAL CONDITIONS. STATEMENTS MADE IN RUBINO ENGINEERING, INC. REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

SHOULD RUBINO ENGINEERING, INC. OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESSED OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON RUBINO ENGINEERING, INC.'S WORK, AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF RUBINO ENGINEERING, INC., ITS OFFICERS, EMPLOYEES AND AGENTS SHALL BE LIMITED TO \$10,000.00 OR THE TOTAL AMOUNT OF THE FEE PAID TO RUBINO ENGINEERING, INC. FOR ITS WORK PERFORMED WITH RESPECT TO THE PROJECT, WHICHEVER AMOUNT IS GREATER.

NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE, MAY BE BROUGHT AGAINST RUBINO ENGINEERING, INC., ARISING FROM OR RELATED TO RUBINO ENGINEERING, INC.'S WORK, MORE THAN TWO (2) YEARS AFTER THE CESSATION OF RUBINO ENGINEERING, INC.'S WORK HEREUNDER.

10. INDEMNITY: To the fullest extent permitted by law, Client and Rubino Engineering, Inc. each agree to indemnify the other party and the other party's officers, directors, partners, employees, and representatives, from and against losses, damages, and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are found to be caused by a negligent act, error, or omission of the indemnifying party or any of the indemnifying party's officers, directors, members, partners, agents, employees, subcontractors, or subconsultants in the performance of services under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of Client and Rubino Engineering, Inc., they shall be borne by each party in proportion to its negligence.

11. TERMINATION: This Agreement may be terminated by either party upon seven (7) days' prior written notice. In the event of termination, Rubino Engineering, Inc. shall be compensated by Client for all services performed up to and including the termination date, including reimbursable expenses and for the completion of such services and records as are necessary to place Rubino Engineering, Inc.'s files in order and/or protect its professional reputation. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Rubino Engineering Inc. has been paid in full all amounts due for services, expenses and other related changes.

12. DISPUTE RESOLUTION: In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the Client and Rubino Engineering, Inc. agree to attempt to resolve such disputes in the following manner: 1) The parties agree to attempt to resolve any and all unsettled claims, counterclaims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party; 2) If such negotiations are not fully successful, the parties agree to submit any and all remaining unsettled claims, counterclaims, disputes and other matters in question to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, effective as of the date of this Agreement.

13. WITNESS FEES: Rubino Engineering, Inc.'s employees shall not be retained as expert witnesses except by separate written agreement. Client agrees to pay Rubino Engineering, Inc.'s legal expenses, administrative costs and fees pursuant to Rubino Engineering, Inc.'s then current fee schedule for Rubino Engineering, Inc. to respond to any subpoena.

14. NO HIRE: Client agrees not to hire Rubino Engineering, Inc.'s employees except through Rubino Engineering, Inc. In the event Client hires a Rubino Engineering, Inc. employee, Client shall pay Rubino Engineering, Inc. an amount equal to one-half of the employee's annualized salary, with Rubino Engineering, Inc. waiving other remedies it may have.

15. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring Rubino Engineering, Inc. to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA, CERCLA, or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA, CERCLA, and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

16. PROVISIONS SEVERABLE: The parties have entered into this agreement in good faith and it is the specific intent of the parties that the terms of the General Conditions be enforced as written. In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

17. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.



Agenda Memo**Crest Hill, IL**

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Exhibit A-Approval of Change Order No. 1 to extend the 2024 Sanitary Sewer Televising and Cleaning Contract with Hoerr Construction, Inc from the Diversion Structure to West Wastewater Treatment Plant for a cost of \$78,293.00

Summary: Staff is requesting that 2024 Sanitary Sewer Televising and Cleaning be amended to include the section of existing sanitary sewer from the city existing diversion structure located south of Caton Farm Rd adjacent to the CN RR tracks to the West Wastewater Treatment Plant, See Exhibit B.

The contractor is willing to hold their unit prices per last year's contract to perform this work. The only item that is being added is Item 8 shown in exhibit A. This is being added to the contract to provide a pay item for clearing of bush to improve access to existing sanitary manholes that are located in areas with very dense vegetation.

Recommended Council Action: Exhibit A-Approval of Change Order No. 1 to extend the 2024 Sanitary Sewer Televising and Cleaning Contract with Hoerr Construction, Inc from the Diversion Structure to West Wastewater Treatment Plant for a cost of \$78,293.00

Financial Impact:

Funding Source: Sewer Fund

Budgeted Amount: \$150,000.00 (2026 Budget)

Cost Approved to Date:

Award Construction Amount \$89,760.00(2025 Budget)

Plus Change Order No.1 \$78,293.00

New Cost Approved to Date \$168,053.00

Attachments

Hoerr Construction CO 1 Resolution

Exhibit A-Crest Hill-CO 1-2024 San Sewer TV Added Work 9-12-25

Exhibit B-2025 Crest Hill-Interceptor Televising-CO 1

RESOLUTION NO. _____

**A RESOLUTION APPROVING A REVISION TO THE CONSTRUCTION AGREEMENT
FOR 2024 SANITARY CLEANING AND TELEVISIONING BY AND BETWEEN THE CITY
OF CREST HILL, WILL COUNTY, ILLINOIS AND HOEER CONSTRUCTION, INC
TO \$168,053.00**

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, Hoeer Construction, Inc. (the "COMPANY"), is an entity that is in the business of providing Construction Services, for the 2024 Sanitary Cleaning and Televisioning. (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 2024 Sanitary Cleaning and Televisioning (the "Agreement") with the Company for the purposes of engaging the Company to perform the Construction Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the 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 \$168,053.00 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 3RD DAY NOVEMBER, 2025.

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

APPROVED THIS 3RD DAY OF NOVEMBER 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6
Fax: (309) 508-7990

Item 8.

PROJECT PROPOSAL & CONTRACT

Project: City of Crest Hill – Sanitary Sewer Televising

Quote #: 24512

9/11/2025

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

HOERR CONSTRUCTION, INC. (AKA CONTRACTOR) to Provide:

- Televising of sanitary sewer with cleaning as needed
 - All work to be performed to the “2024 Sanitary Sewer Televising Project” specifications using the added maps provided by Robinson Engineering on 8/26/25 via email
 - CCTV inspection van/easement unit with technician for televising of sewers
 - Color pan & tilt camera on track or wheeled transporter
 - Digital video record of inspections & printed reports
 - Combination vacuum-jetter truck w/ technician for cleaning of sewers
 - Includes standard jetting nozzles & spinning jet heads
 - Vacuum removal of debris jetted from pipe
 - Traffic control to include flashing lights and cones that are carried on the trucks.
 - Optional added clearing item includes a 2 person crew using a skid steer with a brush clearing attachment and hand tools to create cleared access paths within overgrown easement areas.
- Certificate of insurance and bonds have already been provided per the original project
- Prices quoted are good for 30 days
- Totals given are estimates only, actual footage or time and materials used will be billed
 - Process for charging cleaning time will be the same as previously used in this project.
 - Any access issues resulting in the need for matting will be billed as T&M Hourly Rates.

CITY OF CREST HILL (AKA OWNER) to Provide:

- Water for pipe cleaning operations
- Dump site for debris removed from pipe
- Access to pipes being cleaned and inspected to include but not limited to
 - Locating and opening all manholes associated with project prior to crew mobilizing to the site



Hoerr Construction, Inc.
1416 County Road 200 N
P.O. Box 65
Goodfield, IL 61742

Office: (309) 691-6
Fax: (309) 508-7990

Item 8.

- Any necessary permits, fees, licenses, association dues, special insurance coverage, surface restoration, erosion control, deflection testing, air testing, or staking not specified in the original project documents

Project Prices:

Item No.	Items	Unit	Quantity	Unit Price	Total
4	SANITARY SEWER TO BE CLEANED, 12"	HOUR	5	\$ 679.00	\$ 3,395.00
5	SANITARY SEWER TO BE CLEANED, 15"	HOUR	5	\$ 679.00	\$ 3,395.00
6	SANITARY SEWER TO BE CLEANED, 21"-27"	HOUR	5	\$ 815.00	\$ 4,075.00
7	TELEVISIONING SANITARY SEWERS	FOOT	11007	\$ 4.00	\$ 44,028.00
8 (ADDED)	CLEARING AS NEEDED FOR ACCESS TO EASEMENT SEWERS	DAY	4	\$ 5,850.00	\$ 23,400.00
ESTIMATED TOTAL PROJECT:					\$ 78,293.00

Thank you for the opportunity to quote this pipe televising and cleaning project. If this proposal is accepted, regular payments to be made to Hoerr Construction, Inc. monthly as the work progresses, as billed, for the units that were installed. If a separate contract format is used, this document shall be included as an exhibit. This proposal may be retracted if not accepted within 30 days. If you have any questions, please call me at (309) 691-6653.


Mike Kaisner, Estimator/PM
Hoerr Construction, Inc.

Acceptance of Proposal

The pricing, specifications, and conditions noted above and on the following pages of this proposal are agreeable and are accepted in full. By signing below, you have our authorization to complete the work as specified.

Customer Authorized Signature

Customer Printed Name

Acceptance Date



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for the locations specified in this memo for a not to exceed amount of \$69,790.00.

Summary: During the past few years, the city has invested dollars to improve city's streets. Attached are exhibits giving a visual representation where work has been completed since 2020.

Staff would like to begin engineering work on the locations for the 2026 construction season. The locations are listed below. These locations have been selected based on the city's pavement management program completed in 2021 and currently being updated in 2025 in which analyzed all the city owned streets to provide a pavement rating in order to classify each road segment from a failed to good rating.

Suggested 2026 Locations-Rehabilitation

- Kingsbrook Dr. from Borio Dr. to North End. Pavement rating-poor.
- Longmeadow Dr. from Borio Dr. from Kingsbrook Dr. Pavement rating-poor.
- Carlton St. from Caton Farm Rd to Prestwick Dr.-Pavement rating-serious.
- Dundee Dr. from Carlton Dr. to Loch Ln. Pavement rating-serious.
- Chaney Ave. from Oakland Ave. to Hoffman St. Pavement rating-very poor.
- Hoffman St. from Chaney to Elsie Ave. Pavement rating-very poor.
- Elsie Ave. from Clement to Hoffman St. Pavement rating-very poor
- Stern Ave. from Oakland to Clement St. Pavement rating-very poor
- Fox Meadow Dr. from Gaylord Rd to Springside Dr. Pavement rating-poor/serious
- Silver Rock Dr. from Fox Meadow Dr. to Springside Dr. Pavement rating-poor/serious
- Foxtail Ct. Pavement rating-poor
- Caton Farm Rd from Oakland to Broadway- Pavement rating-serious.

Current construction cost estimate based on the list of location provided is approximately \$2,000,000.00.

The amount to be included in the 2027 budget for consideration will be less than this amount. It will be closer to the 2026 budget amount of \$1,450,000.00 but adjusted for inflation. Having these additional streets included in the bid package will provide the city flexibility to get more done if prices come in favorable.

Suggested 2026 Locations-WM and Street Rehabilitation (Approved Designs)

- Oakland Ave from Ludwig to Theodore
- Imperial Dr. from Root to Lynwood (Plus Stormwater)
- Inncircle from Marlboro Ln to Hosmer Ln. (If funds are available)

Current construction cost estimate based on the list of location WM and Street Rehabilitation listed above is approximately \$2,900,000.00.

Staff will bring back to the city council a recommendation of award based on the amount of work that can be completed within the budget approved in the 2027 budget.

The project schedule is to have the entire bid package ready for bidding by April 2026 with construction starting in summer 2026

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services to complete the bid plans and prepare the bid documents for bids in March 2026 for the suggested 2025 rehabilitation locations.

These services will include the following:

- Field Work
- Pavement Cores
- Utility Coordination
- Preparing and Receiving Required Permits for the project
- Preparation of 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.

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the 2026 Roadway Rehabilitation Improvement for the locations specified in this memo for a not to exceed amount of \$69,760.00.

Financial Impact:

Funding Source: General Fund-(Capital Projects)

Budgeted Amount: \$150,000.00

Cost: \$69,760.00

Attachments:

2022-2026 Locations Maps.pdf

Urban GIS Map

RESOLUTION-2026 Resurfacing

Exhibit A-Crest Hill 2026 Roadway Rehab Design.0930.25.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
THE 2026 ROADWAY REHABILITATION IMPROVEMENT-DESIGN ENGINEERING
SERVICES BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD IN THE AMOUNT
OF \$69,760.00**

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, 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 geotechnical investigations and all collateral work (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR 2026 Roadway Rehabilitation Improvement-Design Engineering Services (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

SECTION 1: PREAMBLE. The City Council hereby finds that all of the recitals contained in the 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 69,760.00 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 20TH DAY OCTOBER, 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 20TH DAY OF OCTOBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

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

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

September 30, 2025

City of Crest Hill
2090 Oakland Avenue
Crest Hill, IL 60403

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services
2026 Roadway Rehabilitation
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 design of the 2026 Roadway Rehabilitation project in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The general scope of this proposal includes preparation of final design and bidding documents for the 2026 Roadway Rehabilitation project. The project is anticipated to include the following streets:

Street	From	To	Length
Kingsbrook Drive	Borio Drive	North End	2,600 feet
Randich Road/ Longmeadow Drive	Borio Drive	Kingsbrook Drive	1,000 feet
Carlton Street	Gaylord Road	Prestwick Drive	2,800 feet
Dundee Drive	Carlton Street	Loch Lane	600 feet
Chaney Avenue	Oakland Avenue	Hoffman Street	1,200 feet
Hoffman Street	Chaney Avenue	Elsie Avenue	400 feet
Elsie Avenue	Clements Street	Hoffman Street	900 feet
Foxmeadow Drive	Springside Drive	Gaylord Road	1,300 feet
Silver Rock Drive	Springside Drive	Foxmeadow Drive	1,800 feet
Foxtail Court	West End	Silver Rock Drive	700 feet
Caton Farm Road	500' West of Oakland	Broadway Street	4,600 feet

Total project length is estimated to be approximately 17,900 feet. All streets will be edge

grinded and overlaid with hot-in-place recycled HMA and 1.5" HMA surface course. The project will also include pavement patching, spot concrete repairs (curb and gutter, sidewalk, driveway aprons, etc.), structure adjustments, and restoration. All existing drainage, water and sanitary sewer systems will remain in place and will not be improved as part of this project.

We understand that local and MFT funds may be used for design and construction. The plans will need to be approved by IDOT, and the design will be completed in conformance with IDOT MFT requirements.

The scope of this proposal also includes pavement cores, engineering design, preparation of a construction specification booklet and Engineer's Opinion of Probable Cost, and bidding assistance.

SCHEDULE

With the understanding that that this agreement will be executed before the end of October 2025, we anticipate completing the final design effort by March 2026 to facilitate bidding in April 2026.

SCOPE OF WORK

Task 1 – Field Reconnaissance: CBBEL will perform a field reconnaissance of the streets included in the project. The purpose of the field reconnaissance will be to verify the method of rehabilitation, confirm the limits of work and estimate the quantity of structure removals and replacements. During the reconnaissance, all drainage, sanitary sewer and valve vault structures shall be opened and inspected to identify any deficiencies that should be corrected as part of the project.

The results of the field reconnaissance will be used to calculate the plan quantities for the resurfacing and pavement rehabilitation work. The results of the field reconnaissance will be coordinated with the City and compared to previous estimates to determine their impact on the estimated construction cost.

Task 2 – Pavement Cores: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain fifteen (15) pavement cores to determine the existing cross-section of the pavements and subgrade conditions within the project area. Seeco will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

Task 3 – Pre-Final Design: CBBEL will prepare pre-final engineering design documents consisting of pavement rehabilitation limits overview plan, specifications, and an estimate of construction cost. The pavement rehabilitation limits overview plan will be included in the specification booklet. A standalone plan set, including detailed street-by-street plan roadway improvement plan sheets, will not be prepared.

All special contract special provisions will be prepared in IDOT MFT standard format and submitted to IDOT for approval. Limits of curb ramp ADA improvements will be verified and quantified in the field by an experienced construction engineer. This task does not include topographic survey or preparation of ADA curb ramp details.

Task 4 – Final Design: Based on the City’s pre-final review comments, CBBEL will revise the design documents. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final design documents will be submitted to the City for review and approval, and CBBEL will finalize the plans, specifications, and estimate for bidding.

Task 5 – Bidding Assistance: CBBEL will prepare the Notice to Bidders, advertise in the IDOT Local Roads bulletin and facilitate Contractor pickup of electronic drawings through QuestCDN. CBBEL will review and tabulate the bids and make a recommendation of award.

Task 6 – Project Coordination and Meetings: CBBEL will coordinate with the City and project stakeholders throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings will be held with City staff. Council meeting attendance and public involvement is not anticipated to be required.

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

ESTIMATE OF FEE

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

<u>Task</u>	<u>Fee</u>
Task 1 – Field Reconnaissance	\$ 10,320
Task 2 – Pavement Cores	\$ 8,490
Task 2 – Pre-Final Design	\$ 27,830
Task 3 – Final Design	\$ 11,590
Task 4 – Bidding Assistance	\$ 5,360
Task 5 – Project Coordination and Meetings	\$ 5,770
Direct Costs	\$ 400

TOTAL NOT-TO-EXCEED FEE: \$ 69,760

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR 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.

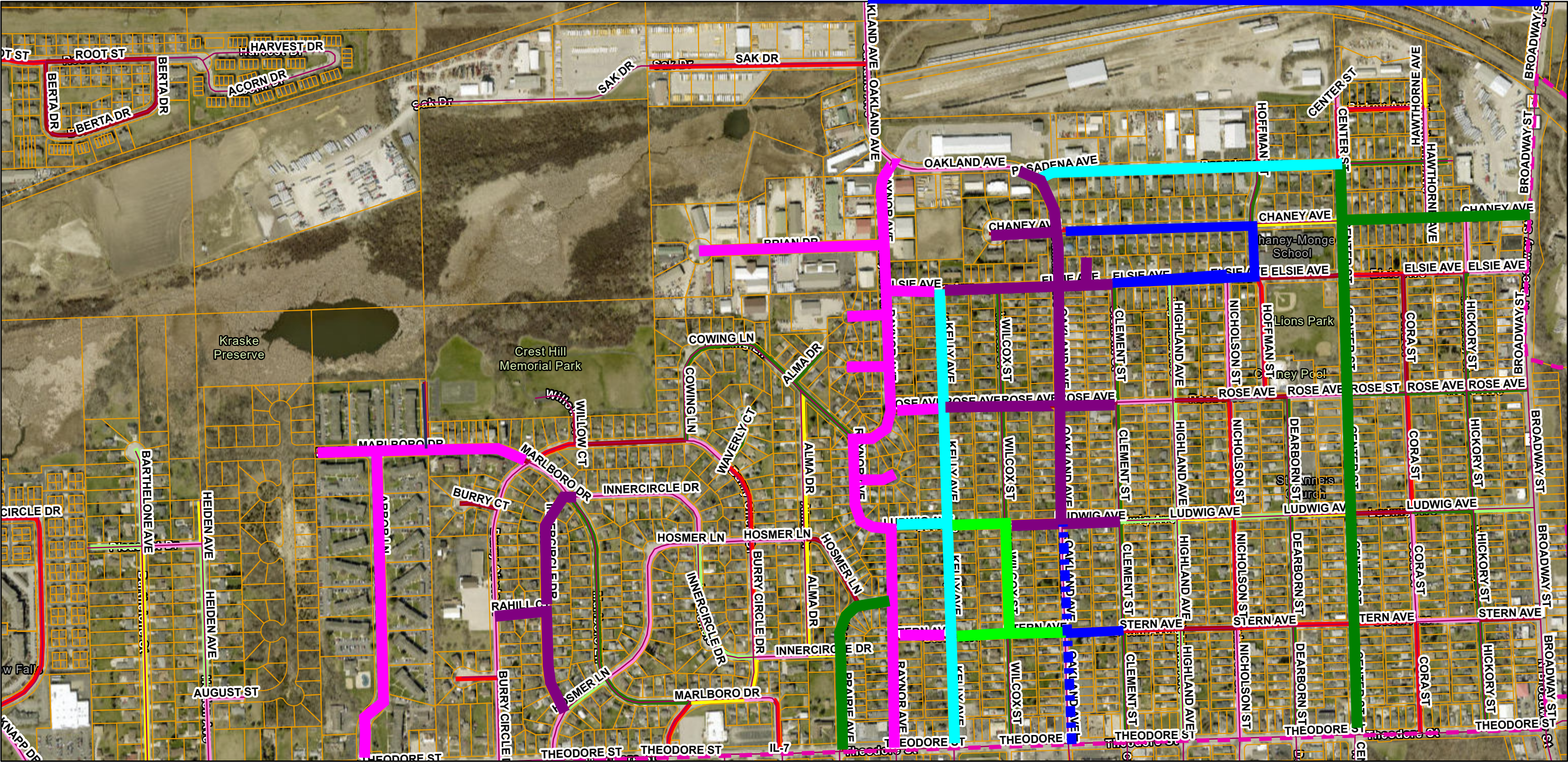
29. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, 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

City of Crest Hill-Wards 1-South of Caton Farm Rd.



8/26/2024, 3:29:38 PM

1:9,028

City Limits

Street Labels

Parcels

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2020 Street Rehab

2022 Street Rehab

2023 Street Rehab

2024 Street Rehab

2025 Street Rehab

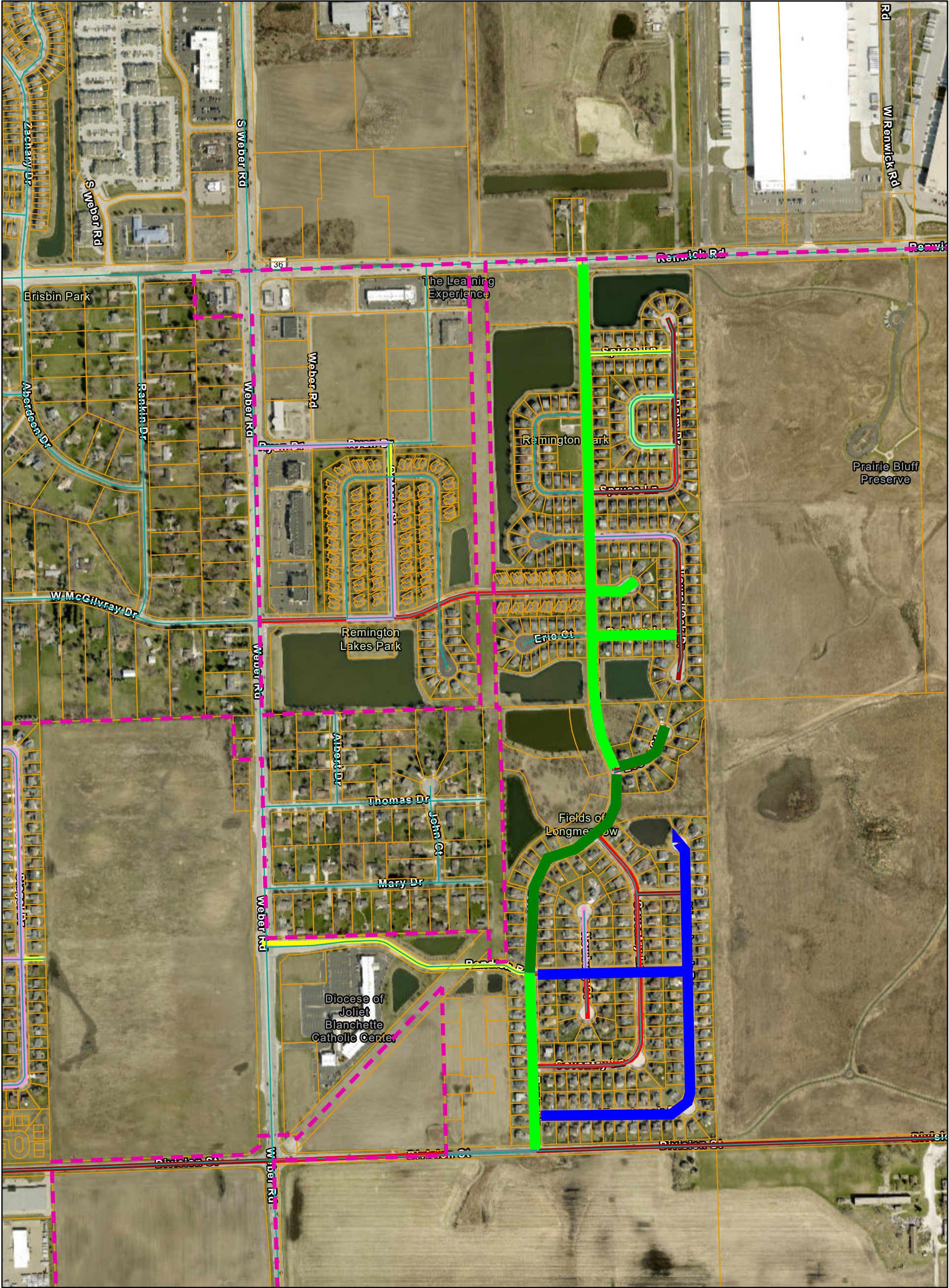
2026 Street Rehab Locations

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

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

City Of Crest Hill114

City of Crest Hill-Ward 2-North of Division



8/26/2024, 3:07:56 PM

City Limits

Streets

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2023 Street Rehab

2024 Street Rehab

2026 Street Rehab Locations

1:9,028

00.050.10.2mi

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County of Will, Maxar

Esri Community Maps Contributors, County of Will, ©

OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph,

GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census

Bureau, USDA, USFWS

City Of Crest Hill

City Of Crest Hill-Ward 2 & 4



8/26/2024, 3:37:07 PM

City Limits

Street Labels

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2025 Street Rehab

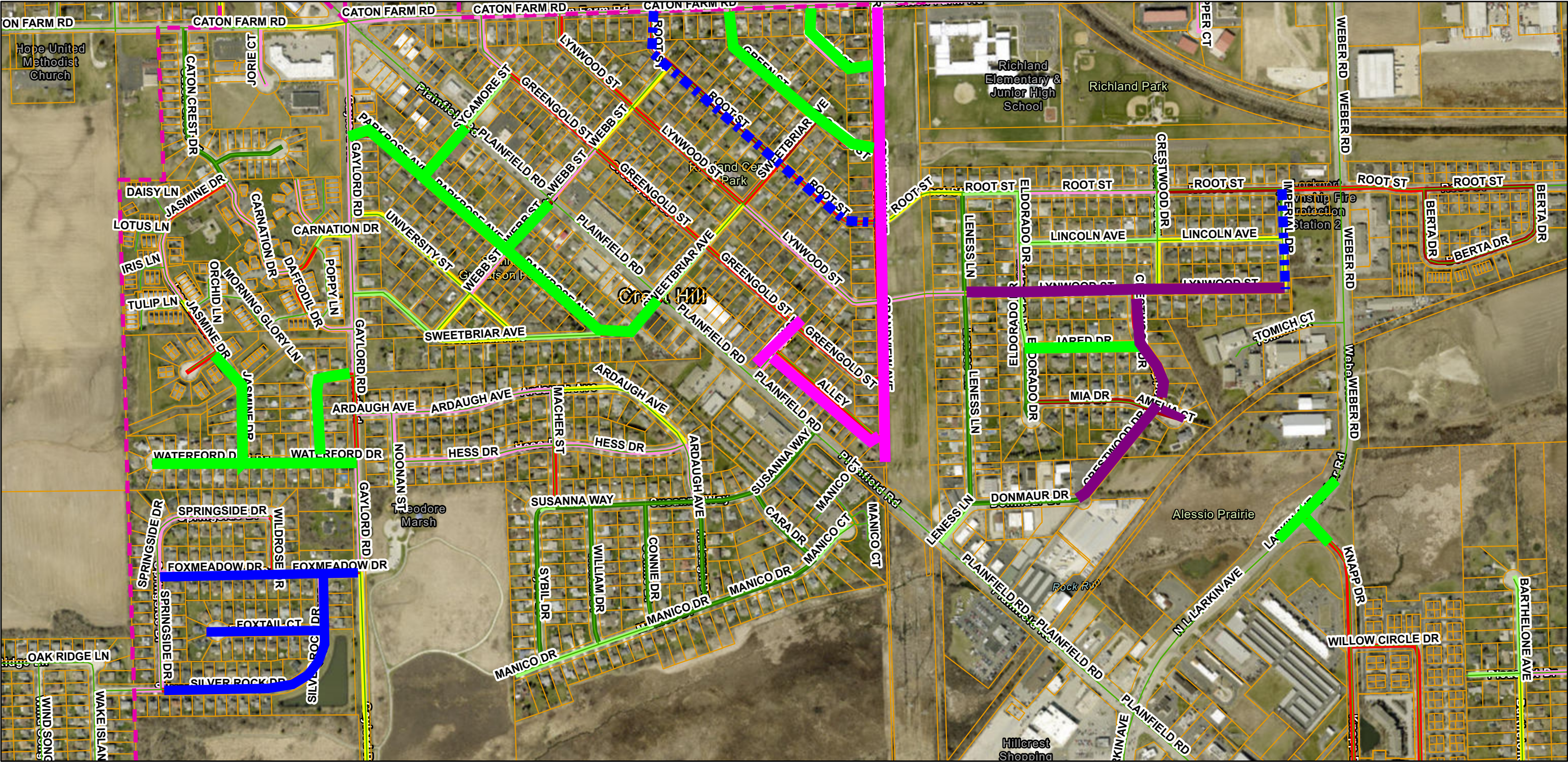
2026 Street Rehab Locations

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City Of Crest Hill116

City of Crest Hill-Wards 2, 3 & 4-South of Caton Farm Rd



8/26/2024, 3:23:12 PM

City Limits

Street Labels

Parcels

Pavement Condition

0 - 10 (Failed)

11 - 25 (Very Poor)

26 - 40 (Poor)

41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

2022 Street Rehab

2023 Street Rehab

2024 Street Rehab

2025 Street Rehab

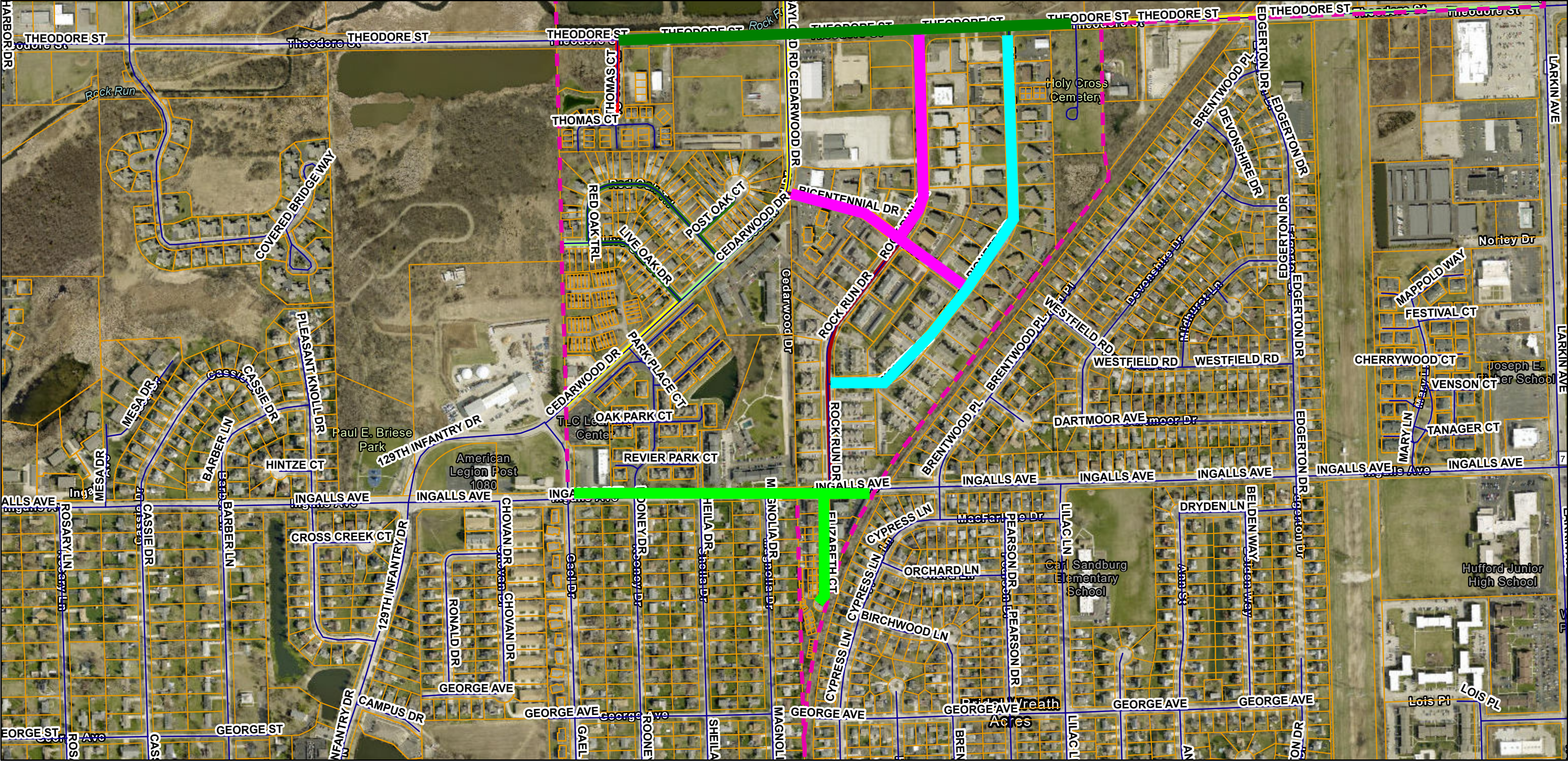
2026 Street Rehab Locations

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

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City Of Crest Hill117

City of Crest Hill-Ward 3-South of Theodore



8/26/2024, 3:26:51 PM

City Limits

Street Labels

Parcels

Pavement Condition

11 - 25 (Very Poor)

26 - 40 (Poor)

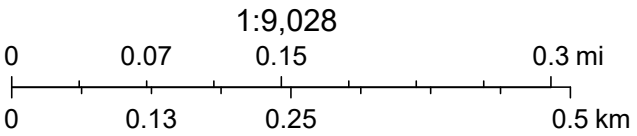
41 - 55 (Serious)

56 - 70 (Fair)

71 - 85 (Satisfactory)

86 - 100 (Good)

- 2020 Street Rehab
- 2022 Street Rehab
- 2023 Street Rehab
- 2024 Street Rehab



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

Table 1. City’s pavement condition categories.

Category	Typical Distresses and Typical Level of M&R Needed	PCI Range
Good	Longitudinal and transverse cracking and weathering of surface Preventive maintenance: <i>Crack sealing and surface treatments</i>	86-100
Satisfactory	More extensive longitudinal and transverse cracking and weathering of surface Preventive maintenance: <i>Crack sealing and surface treatments</i>	71-85
Fair	Extensive longitudinal and transverse cracking, early stage alligator (fatigue) cracking, early stage rutting, and weathering of surface Global preventive maintenance and localized repairs: <i>Localized surface and/or full-depth patching, surface treatments, and thin overlays</i>	56-70
Poor	More extensive and severe longitudinal and transverse cracking, alligator (fatigue) cracking, rutting, and weathering of surface Major rehabilitation: <i>Localized full-depth patching, mill and overlays, and traditional overlays</i>	41-55
Very Poor	More extensive and more severe longitudinal and transverse cracking, alligator (fatigue) cracking, rutting, weathering of surface, potholes Major rehabilitation: <i>Full-depth patching, mill and overlays, traditional overlays, and reconstruction</i>	26-40
Serious	Extensive and severe failure of pavement surface Major rehabilitation: <i>Reconstruction</i>	11-25
Failed	Complete failure of pavement surface Major rehabilitation: <i>Reconstruction</i>	0-10

At the time of G&AI’s inspection, the City’s pavements were found to have an average PCI of 51, indicating that the City’s roadways are in overall “poor” condition.

IRI values measure the roughness (vertical displacement over a fixed interval reported in inches per mile) of a roadway pavement:

- IRI values less than 200 inches/mile indicate “smooth” pavement.
- IRI values between 200 and 400 inches/mile indicate a “marginally rough” pavement.
- IRI values greater than 400 inches/mile indicate “rough” pavement.

The City’s roadways were found to have an average IRI value of 251 inches/mile, which indicates overall “marginally rough” pavement.

Following this executive summary, Map 1 shows PCI categories for each roadway. Roadways that were planned for resurfacing or reconstruction in 2020 (i.e., after the field inspection was performed) were assigned an assumed PCI value of 100. All other PCI values shown on Map 1 reflect the conditions of the



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Discussion on Gaylord Rd Resurfacing and Grand Prairie Water Commission Transmission Main and Gaylord Rd Resurfacing.

Summary: The Grand Prairie Water Commission (GPWC) is nearing completion of the design for the new 60-inch transmission main that will be installed along Cedarwood Dr and Gaylord Rd to bring Lake Michigan Water to Crest Hill and the other commission members.

Transmission Main Location/Project Details:

- 60-inch Transmission Main Location
 - The transmission main along Cedarwood Dr. from the south corporate limits to Theodore will be placed in the northbound lane.
 - The transmission main along Gaylord Rd. from Theodore to Fox Meadow Dr. will be placed in the northbound lane.
 - The transmission main along Gaylord from Fox Meadows Dr. to Brich St. will be placed in the center lane.
 - The transmission main along Gaylord Rd. from Birch St to Division St. will be placed in the northbound lane.
 - The transmission main along Gaylord from Lakeview Dr. to Renwick Rd. will be placed close in the center lane.
- Transmission main will be installed approximately 5 ft below grade to save on construction costs.
- The transmission main construction across Theodore to north of the existing box culvert of North Rock Run Creek will be completed by open cut. This work will require a complete closure of the intersection to complete the work. Staff have requested that the contract be set up to allow the contractor a specific time for a full closure of 5 days and then reopen to traffic.
- The intersection of Gaylord, Caton Farm Rd and Plainfield road will install the new transmission main by pipe jacking. This will keep this intersection open to the traveling

public. To complete this work pits will need to be constructed in Gaylord Rd north and south of Plainfield Rd. These pits will reduce traffic movement on Gaylord Rd during the time the crossing of Plainfield Rd is being completed.

The commission project will be restoring the pavement area that is disturbed by the work to install the new main only. All other pavement areas will not be resurfaced. The city's current pavement rating of Gaylord and Cedarwood ranges from fair to poor.

The additional paving area outside of the restoration limits would be 100% city costs.

The transmission main contract is currently scheduled for construction in 2027 with completion in 2028.

Recommended Council Action: Provide direction for staff to work with the GPWC on an IGA for the city's share of the work to resurface the roadway of Gaylord Rd. and Cedarwood Dr. for any resurfacing and all incidental work outside the scope of work of the Grand Prairie project. This agreement will be brought to the council for final approval.

Financial Impact:

Funding Source: General Fund-(Capital Projects)

Budgeted Amount: Future Budget

Cost: +/- \$1,100,000.00 (Estimate)

Attachments:

AWSP 02-06 Jurisdiction and Roadway-Utility Maintenance Map 5-23-25

Path: S:\JOLI\29900--2999\2933\097\Drawings\GIS\Joliet\AMSP\Joliet\AMSP.aprx

User: Darc

Date: 5/9/2024

Time: 1:25 PM

Crest Hill Maintenance of Roadway and Storm Sewer from East R/W to the West Back of Curb

Legend

- Project Location
- Municipal Boundary

Joliet Maintenance of Roadway and Storm Sewer in Gaylord R/W

Crest Hill Maintenance of Roadway and Storm Sewer in Gaylord R/W

Gaylord Road, US-30, and Caton Farm Road Intersection
US-30 ROW - Illinois DOT
Northwest of Intersection, North of US-30 - Will County DOT
Northeast, Southeast, Southwest of Intersection and Northwest of Intersection, South of US-30 - City of Crest Hill

Gaylord Road and Division Street Intersection
Northwest Corner - City of Joliet
Northeast Corner - Lockport Township
Southeast Corner - City of Crest Hill
Southwest Corner - Plainfield Township

Joliet Only

Crest Hill

0 500 1,000 2,000
US Feet

PERMITTING JURISDICTIONS MAP

**CITY OF JOLIET
WILL COUNTY, ILLINOIS**





Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Request to Create a Communications Committee

Summary: The City does not currently have a communications plan or staff member; however, we are in the process of updating several significant communications tools, including the City's website and newsletter. With quick deadlines from our vendors, it is important to be able to respond within a few days, thus having the ability to get comments and feedback from two (2) Council members would be very helpful.

Recommended Council Action: Approve the Communication Committee.

Financial Impact:

Funding Source: No

Budgeted Amount: No

Cost: No

COMMITTEES/LIAISONS

1) Beautification	Alderman Scott Dyke Alderman Angelo Deserio
2) Economic Development	Alderman Claudia Gazal Mayor Ray Soliman
3) Events Committee	Alderman Claudia Gazal Alderman Darrell Jefferson
4) Veterans/Police Memorial	Mayor Ray Soliman
5) Lidice Memorial	Alderman Tina Oberlin
6) Lockport Township Park District Liaison	Alderman Joe Kubal
7) Forest Preserve District Liaison	Alderman Nate Albert
8) Wescom Liaison	Mayor Ray Soliman
9) Communications*	Alderman Tina Oberlin Alderman Nate Albert

*** = New Committee.**

Communication Committee's purpose is to provide comments and guidance to the City staff in regards the City's website, newsletter, press releases, notifications, community alerts, social media, etc.

Previously updated: July 7, 2025



Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Request to Purchase Fortinet Firewall Licenses

Summary: The City IT vendor (AIS) has advised that our firewall licenses will expire in December and new licenses are needed. I asked them to look at procuring the licenses for 1-year and 3-years. While the City has budgeted for 1-year, there are significant costs savings if the City purchases the licenses for 3-years.

1-year: \$28,800 or 3-years: \$70,100.82 saving is \$16,299.18 by purchasing the 3-year.

Fortinet firewalls provide essential functions like packet filtering, routing, and VPN connectivity. However, security features such as antivirus, intrusion prevention (IPS), web filtering, and real-time threat intelligence are powered by FortiGuard Security Services, which require an active license.

The licensing quotes provided ensure that both firewalls receive the latest malware signatures, vulnerability patches, and threat intelligence updates directly from Fortinet. Without a license, these critical updates and protections stop. Additionally, FortiCare support contracts included with licensing provide 24x7 technical support, firmware updates, and advanced hardware replacement; without this, you lose access to Fortinet's support and cannot update your device's firmware.

Recommended Council Action: Approve the purchase of Fortinet Firewall Licenses for either a 1-year term for \$28,800 or 3-year term for \$70,100.82.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$30,000

Cost: No

Attachments:

Quotes are attached.



Quote

Quote Number: 33001

Internal PO: AIS-33001

Payment Terms: Down Payment Needed
Expiration Date: 10/31/2025

Quote Prepared For

Blaine Wing
City of Crest Hill
/
Phone:
bwing@cityofcresthill.com

Quote Prepared By

Jessica Moore
All Information Services, Inc
1815 S Meyers Road, Suite 820
Oakbrook Terrace, IL 60181
United States
Phone: 6306569876
Fax: 7084692559
jmoore@aislabs.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Yearly Items					
1)	1	ONE YEAR - Fortinet Co-Term Services 12/17/25 - 12/17/26 -24x7 Email, 24x7 Comprehensive Support - Advance HW - Firmware & General Updates - Enterprise ProtectionAV - FortiGuard IPS Service - FortiGuard URL - DNS & Video Filtering Service - FortiGuard Surface Security Service - FortiGate Configuration Conversion - FortiGuard AI-based Inline Malware Prevention - FortiGuard Data Loss Prevention Service	\$28,800.00	\$28,800.00	\$28,800.00
Yearly Total					\$28,800.00
Subtotal					\$28,800.00
Total Taxes					\$0.00
Total					\$28,800.00

To approve this quote/proposal and the scope of work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact billing@aislabs.com for alternate forms of payment.

TERMS & CONDITIONS: All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which is out of scope and not listed in this scope will be executed, procured

Quote#: 33001:City of Crest Hill:RENEWAL: Fortinet Licenses - T20250911.0107:10/14/2025



Quote

Quote Number: 33001

Internal PO: AIS-33001

Payment Terms: Down Payment Needed
Expiration Date: 10/31/2025

and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

BILLING: Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or past history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT.' Any labor that is marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

FINANCING: AIS does provide Fair-Market-Value and \$1 buy out financing. Please reach out to your AIS representative if you wish to explore these options.

DISCLAIMER: All prices quoted are subject to change without prior notice due to fluctuations in tariffs, taxes, foreign exchange rates, and other unforeseen economic circumstances. These factors may impact the final cost of goods and services. In the event of a price increase, the contact person listed on this quote will be notified prior to the placement of the order. This notification will provide an opportunity for review and approval of the updated pricing before proceeding. By accepting this quote, the customer acknowledges that prices are not final and may be adjusted based on changes in tariffs and other economic conditions.

Authorizing Name: _____

Authorizing Signature: _____

Date: _____

Client PO (Optional): _____

Required Down-Payment: **\$28,800.00**



Quote

Quote Number: 33100

Internal PO: AIS-33100

Payment Terms: Down Payment Needed
Expiration Date: 10/31/2025

Quote Prepared For

Blaine Wing
City of Crest Hill

/
Phone:
bwing@cityofcresthill.com

Quote Prepared By

Jessica Moore
All Information Services, Inc
1815 S Meyers Road, Suite 820
Oakbrook Terrace, IL 60181
United States
Phone: 6306569876
Fax: 7084692559
jmoore@aislabs.com

Item#	Quantity	Item	Unit Price	Adjusted Unit Price	Extended Price
Yearly Items					
1)	1	3-YEAR Fortinet Co-Term Service 12/17/2025 - 12/17/2028 - 24x7 Email, 24x7 Comprehensive Support - Advance HW - Firmware & General Updates - Enterprise ProtectionAV - FortiGuard IPS Service - FortiGuard URL - DNS & Video Filtering Service - FortiGuard Surface Security Service - FortiGate Configuration Conversion - FortiGuard AI-based Inline Malware Prevention - FortiGuard Data Loss Prevention Service	\$70,100.82	\$70,100.82	\$70,100.82
Yearly Total					\$70,100.82
Subtotal					\$70,100.82
Total Taxes					\$0.00
Total					\$70,100.82

To approve this quote/proposal and the scope of work, please sign, date and return with the required down-payment noted above (if required). Payments should note your CLIENT PO or Internal PO. Please contact billing@aislabs.com for alternate forms of payment.

TERMS & CONDITIONS: All quotes are subject to availability. All timelines are estimates to the best of our judgement until the approval method requirements are met from above. Any additional labor or materials which is out of scope and not listed in this scope will be executed, procured

Quote#: 33100:City of Crest Hill:RENEWAL: Fortinet Licenses - T20250911.0107:10/14/2025



Quote

Quote Number: 33100

Internal PO: **AIS-33100**

Payment Terms: Down Payment Needed
Expiration Date: 10/31/2025

and billed, in addition, to the quote as separate items based upon the client's approval. Equipment is warranted by their respective manufacturers.

BILLING: Down-payment amounts are determined by the equipment and/or labor needs, the client's history of Days Sales Outstanding (DSO) and/or past history with AIS, Inc. of any kind. After the initial down-payment (if required), you will be billed upon any completion of agreed milestones or when the scope of work is completed. These bill(s) will be 'DUE UPON RECEIPT.' Any labor that is marked as an 'ESTIMATE,' will be billed in actual time at milestones noted in the proposal, or when work is complete. Overdue invoices shall be subject to a monthly interest charge. In addition, the customer shall reimburse all costs and expenses for attorney fees incurred in the collecting of any amounts past due.

FINANCING: AIS does provide Fair-Market-Value and \$1 buy out financing. Please reach out to your AIS representative if you wish to explore these options.

DISCLAIMER: All prices quoted are subject to change without prior notice due to fluctuations in tariffs, taxes, foreign exchange rates, and other unforeseen economic circumstances. These factors may impact the final cost of goods and services. In the event of a price increase, the contact person listed on this quote will be notified prior to the placement of the order. This notification will provide an opportunity for review and approval of the updated pricing before proceeding. By accepting this quote, the customer acknowledges that prices are not final and may be adjusted based on changes in tariffs and other economic conditions.

Authorizing Name: _____

Authorizing Signature: _____

Date: _____

Client PO (Optional): _____

Required Down-Payment: **\$70,100.82**



Work Session Agenda Memo

Crest Hill, IL

Meeting Date: October 27, 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 Ruben and Clara Miranda for multiple variations to the Crest Hill Zoning Ordinance with respect to real property located at 2400 Waterford Drive in Crest Hill, Illinois

Summary:

Ruben and Clara Miranda (the "Applicant"), have requested approval of three (3) Zoning Ordinance Variations for the Property they own at 2400 Waterford Drive (the Subject Property) that would allow (i) increasing the height of a new fence from 4-feet to 6-feet; (ii) decreasing the required setback from 5-feet to 0-foot; and (iii) changing the fence type from open to solid at the corner side yard, for a total length of 88-feet. In general, the requested variations involve existing non-conforming site conditions that if granted, would improve safety, privacy, and visual appearance of the subject property and the neighborhood as a whole; would reduce noise and air pollution associated with the adjacent Gaylord Road; and would enable the homeowner to utilize their outdoor space for personal benefit and enjoyment without interference from/to others.

The Subject Property illustrated below is currently Zoned R-1 Single-Family Residence District.



Plan Commission conducted the required public hearing for this application at their October 9, 2025, meeting and recommended unanimous but conditional approval of the requested variations. A copy of the detailed October 9, 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 November 3, 2025, Regular City Council Agenda for final consideration.

Attachments:

- Attachment A - October 9, 2025 Draft Plan Commission Meeting Minutes
- Attachment B - An Ordinance Approving Multiple Variations to the Crest Hill Zoning Ordinance With Respect to Certain Real Property Located at 2400 Waterford Drive in Crest Hill, Illinois – Application of Ruben and Clara Miranda (with associated Exhibits)

ORDINANCE NO. _____

**AN ORDINANCE APPROVING MULTIPLE VARIATIONS TO THE CREST HILL
ZONING ORDINANCE WITH RESPECT TO CERTAIN REAL PROPERTY LOCATED
AT 2400 WATERFORD DRIVE IN CREST HILL, ILLINOIS
(APPLICATION OF RUBEN AND CLARA MIRANDA)**

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 a variation 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 Requirement in Section 12.6-2 of the Crest Hill Zoning Ordinance; and

WHEREAS, Ruben and Clara Miranda (the “Applicant”) are the owner of real property located at 2400 Waterford Drive in the City of Crest Hill, Illinois, bearing PIN 06-03-36-213-002-0000, and legally described in Exhibit 1 of Exhibit A (the “Property”), has filed an application requesting approval of multiple variations from the Crest Hill Zoning Ordinance 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 October 9, 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 as Exhibit A, the Plan Commission recommended unanimous but conditional approval of the requested variations outlined on Exhibit 2 of Exhibit A at its October 9, 2025, meeting:

- A. The variations are in harmony with the general purpose and intent of the Zoning Ordinance; and
- B. 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
- C. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance; and

- D. The variation, 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 variations listed on Exhibit 2 of Exhibit A was made subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Community Development Department Staff Report Attached Exhibit B (the "Staff Report"); and

WHEREAS, the City Council has examined the October 9, 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 Attached Exhibit B; and

WHEREAS, The Applicant is aware that any improvements installed in, under, across, along and upon the surface of the property shown within the dotted lines on the plot and marked "Public Utility & Drainage Easement" shall be subject to the City of Crest Hill easement provisions. Also granted herewith is the right to cut, trim or remove obstructions, trees, bushes and roots as may be reasonable required incident to the rights herein given, and the right to enter upon the subdivide property for all such purposes.

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 variations listed in Exhibit 2 of 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: This Ordinance shall take effect upon its passage according to law.

[Left Intentionally Blank]

PASSED THIS 3RD DAY OF NOVEMBER, 2025

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 3RD DAY OF NOVEMBER, 2025.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. V-25-3-10-1
THE APPLICATION OF RUBEN AND CLARA MIRANDA FOR MULTIPLE VARIATIONS
FROM THE CITY OF CREST HILL ZONING ORDINANCE AT PROPERTY LOCATED AS
2400 WATERFORD DRIVE 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 October 9, 2025, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, Ruben and Clara Miranda, are the owner of the real estate described in the application.
- B. That the application seeks multiple variations for the property described in the application, commonly known as 2400 Waterford Drive 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 three (3) variations to Corner Fence Requirements contained in Section 8.3-8 Permitted Obstructions in Yards of the Crest Hill Zoning Ordinance. All requested Variations are listed in the attached Exhibit A-2 and relate to the property located at 2400 Waterford Drive in Crest Hill, Illinois, with PIN 06-03-36-213-002-0000.
- E. That the requested variations involve existing non-conforming conditions on the property;
- F. That the application for the variation 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 October 9, 2025, the applicant presented evidence and arguments in support of its application on October 9, 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 variation, as considered under section 12.6 of the Zoning Ordinance, meets the 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 VARIANCES, AS FOLLOWS:

1. That the approval of the application of Ruben and Clara Miranda for multiple variations as listed in attached Exhibit A-2 for property located at 2400 Waterford Drive in Crest Hill, Illinois with PIN 06-03-36-213-002-0000 is supported by the evidence adduced;

2. That the Applicant is aware that any improvements installed in, under, across, along and upon the surface of the property shown within the dotted lines on the plot and marked "Public Utility & Drainage Easement" shall be subject to the City of Crest Hill easement provisions. Also granted herewith is the right to cut, trim or remove obstructions, trees, bushes and roots as may be reasonable required incident to the rights herein given, and the right to enter upon the subdivide property for all such purposes;

3. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the variations be granted subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 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 9TH Day of October 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>X</u>	<u> </u>	<u> </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: 2400 WATERFORD DRIVE, CREST HILL, IL, 60403

PERMANENT INDEX NO: 06-03-36-213-002-0000

LEGAL DESCRIPTION: LOT 18 IN CREST ESTATES SUBDIVISION, IN THE
NORTHEAST 1/4 OF SECTION 36, TOWNSHIP 36 NORTH, RANGE 9 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS

DRAFT

EXHIBIT A-2
LIST OF REQUESTED VARIATIONS

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

- Fences, natural, open: not greater than four (4) feet in height nor closer than five (5) feet from front and corner side lot lines. Proposed fence is solid and six (6) feet in height, with no corner side yard setback.

DRAFT

EXHIBIT B

October 9, 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: October 9, 2025

Re: 2400 Waterford Drive, Zoning Ordinance Variation Request – Plan Commission Case # V-25-3-10-1

Project Details

Project:	Corner Fence Installation
Applicant:	Ruben and Clara Miranda
Requests:	A Zoning Variation to increase fence height, decrease setback, and change fence type from open to solid at the corner side yard of a single-family residence
Location:	2400 Waterford Drive (the “Subject Property”)

Site Details

Lot Size:	Approximately 9,291 sq-ft
Existing Zoning:	R-1 Single-Family Residence District
Existing Improvements:	1,758 sq-ft single-family house and 594 sq-ft attached garage built in 1994

Surrounding Zoning and Land Use Summary

	Land Use	Comp Plan	Zoning
Subject Parcel	Single-Family Residence	Single-Family Detached	R-1
North	Single-Family Residence	Single-Family Detached	R-1
South	Municipal Water Tower and Single-Family Residence	Single-Family Detached and Utilities	R-1 and R-3
East	Single-Family Residence	Single-Family Detached	R-1
West	Single-Family Residence	Single-Family Detached	R-1

Exhibits

Application documents submitted by Applicant include:

- Exhibit B - Application for Development / Variation 2025-09-02
- Exhibit C - Legal Description 2025-09-02
- Exhibit D - List of Requested Variations 2025-09-02
- Exhibit E - Project Narrative 2025-09-02
- Exhibit F - Plat of Survey with Fence Location 2025-09-02
- Exhibit G - Details of Proposed Fence 2025-09-02
- Exhibit H - Subject Property Photos of Existing Condition 2025-09-02
- Exhibit I - Photos of Neighboring Properties 2025-09-02

Application Background and Project Summary

The Subject Property is a single-family detached residence and a corner lot, located at southeast corner of Gaylord Road and Waterford Drive, facing Waterford Drive. The house was built in 1994. The applicant has owned and lives at the subject property since 1994. Except 2400 Waterford Drive and 2022 Watertower Place at two ends of the block, rear of the remaining properties on the block face Gaylord Road.

Figure 1: Neighboring Properties on the Same Block as 2400 Waterford Drive (subject property)



At this time, the Applicant is proposing to replace an existing fence in a total length of 256-feet throughout his property, 88-feet of which is located on the corner side yard. The existing fence is a 6-foot, solid wooden fence with no setbacks, is over 30 years old, and has significantly deteriorated due to age, with rotted posts and decaying panels (see *Exhibit H* for photos of existing condition). The new fence will match the existing, and will be a 6-foot, solid vinyl fence in white color (see Figures 2 and 3 for the location and details of the proposed fence).

Summary of Requested Variations

In order to install the new fence on the corner side yard as proposed, the Applicant is requesting City approval of three variations from Section 8.3-8 Permitted Obstructions in Yards, City of Crest Hill [Zoning Ordinance](#), fence requirements for corner side yards:

1. Increase the fence height from a maximum of 4-feet to 6-feet (existing fence is 6-feet).
2. Change the fence type from a (50%) open-design to solid (existing fence is solid).
3. Reducing the setback from a minimum of 5-feet to 0-foot (existing fence has no setback).

Figure 2: 2400 Waterford Drive Plat of Survey with Location of the proposed fence

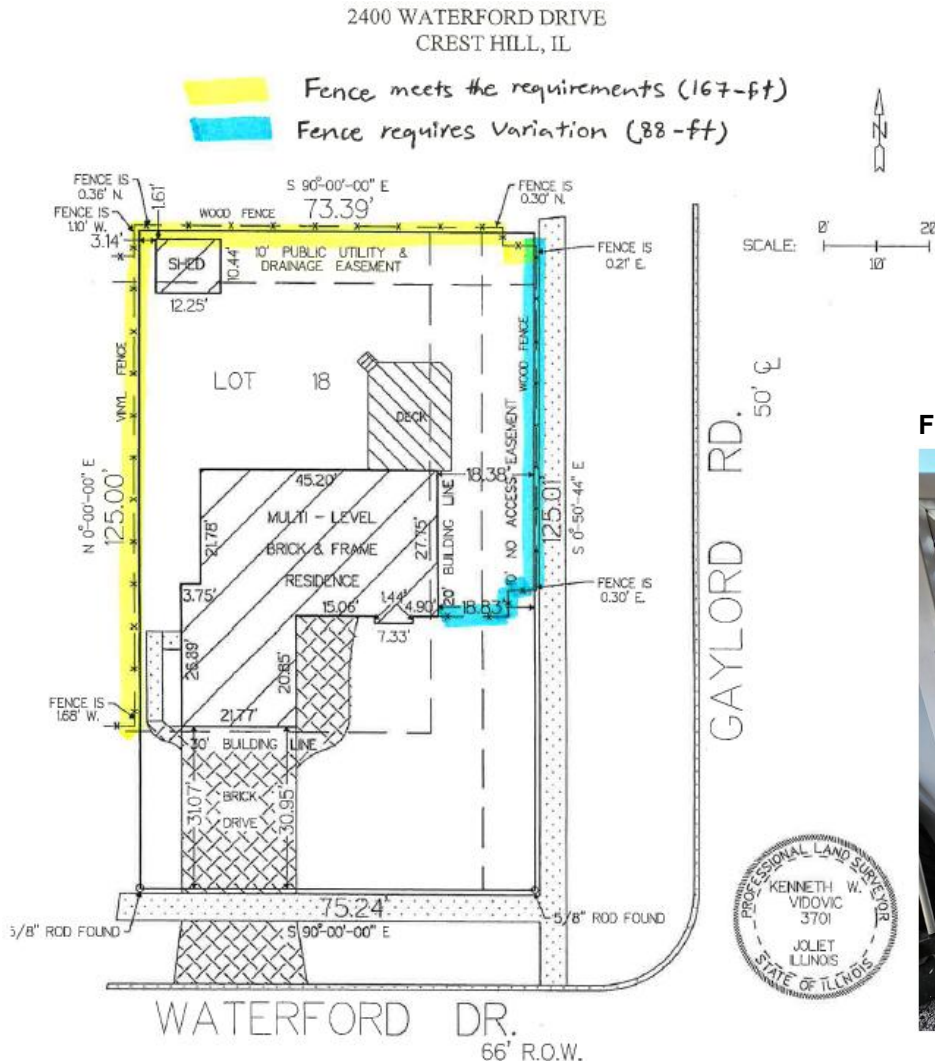


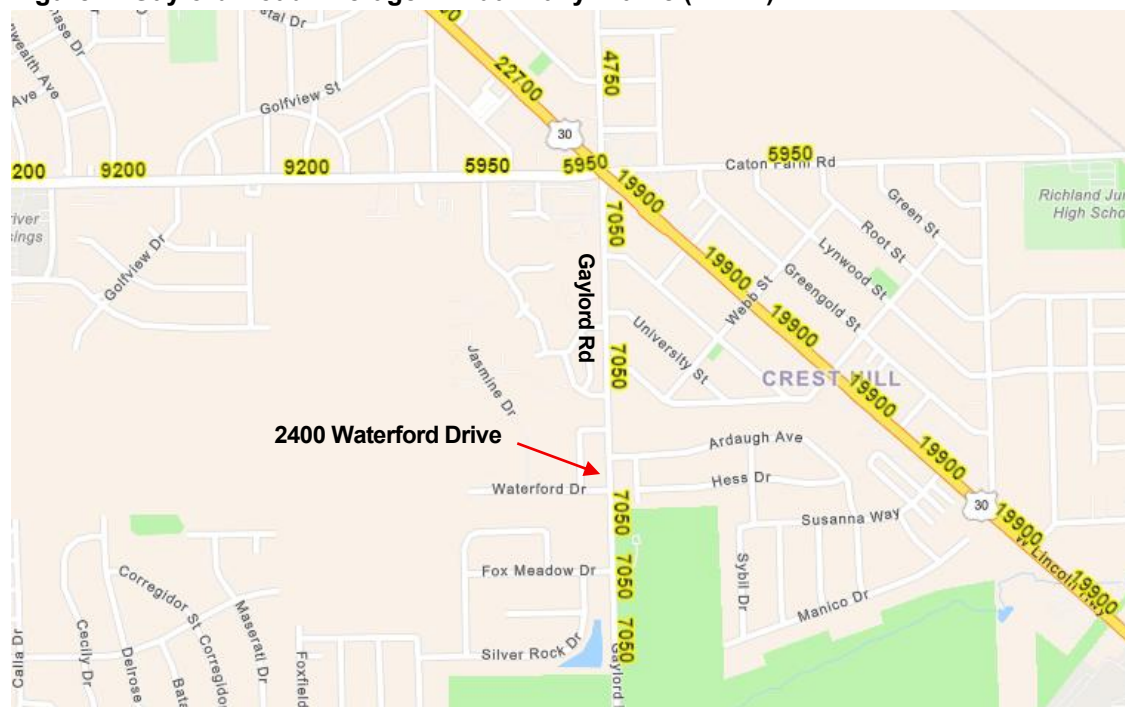
Figure 3: Photo of the proposed fence



Staff Analysis

Overall, staff believes the Applicant's proposed fence will partially buffer the subject property from noise and air pollution on a heavily traveled Gaylord Road and will enhance privacy and security on the subject property. It is worth mentioning that except 2400 Waterford Drive (subject property) and 2022 Watertower Place at the two ends of the block, rear of the remaining properties on the block face Gaylord Road. The proposed fence will be consistent with neighboring properties on the block, and will preserve the established appearance of the neighborhood (see *Exhibit I* for photos of neighboring properties). Staff is of the opinion that the variation request is reasonable and acceptable given the unique orientation of the subject property and the homeowner's safety and health concerns associated with the adjacent Gaylord Road.

Figure 4: Gaylord Road Average Annual Daily Traffic (AADT)



Source: [IDOT 2023 Annual Average Daily Traffic](#)

Staff feedback on specific aspects of the Applicant's proposed project:

Fence Requirements: Section 8.3-8 Permitted Obstructions in Yards, City of Crest Hill Zoning Ordinance, states that fences shall be natural or open, not greater than four (4) feet in height and not closer than five (5) feet from front and corner side lot lines. For through lots (a lot which fronts on two (2) parallel or approximately parallel streets and which is not a corner lot), fences shall be natural or open, not greater than six (6) feet in height and not closer than five (5) feet from the rear lot line.

Staff reviewed the proposed scope of work, and determined that from a total length of 256 feet, 168 feet of fence located on the rear and side yards meet the requirements outlined in Section 8.3-8 of the Zoning Ordinance. The remaining 88 feet of fence located on the corner side yard will require a variation from Section 8.3-8 of the 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 requested variation involves maintaining the current solid 6-foot fence height, and is intended to improve safety, privacy, and visual appearance of the subject property and the neighborhood as a whole; reduce noise and air pollution associated with the adjacent Gaylord Road; and enable the homeowner to utilize their outdoor space for personal benefit and enjoyment without interference from/to others. Approval of the variation required to install the proposed fence will ensure the property can continue to operate efficiently and safely, and yield a reasonable return.
2. That the plight of the owner is due to unique circumstances.
In combination, the orientation and configuration of the existing corner lot, single-family house, and the adjacent Gaylord Road; and the significant amount of vehicular traffic, noise and air pollution associated with the adjacent Gaylord Road, collectively represent unique circumstances that warrant the approval of the requested variation. The proposed 6-foot solid fence will partially buffer the subject property from the adjacent Gaylord Road, and will address the homeowner's health and safety concerns associated with the adjacent Gaylord Road. The corner side yard is adjacent to a line of rear yards and is not adjacent to a primary front yard. The proposed fence will keep a consistent style of fence rather than add a jog in the fence line, a change in height, or a change in appearance.
3. That the variation, if granted, will not alter the essential character of the locality. ***The proposed fence, a representative of precedents in the residential neighborhoods throughout the City, will be consistent with fences of neighboring properties on the block, will create visual continuity along Gaylord Road, and will preserve the established appearance of the neighborhood. The impact will be positive in preserving the character of the neighborhood.***

In addition, Section 12.6-2 of the Zoning Ordinance further suggests 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.

Staff Recommendation

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

The Plan Commission recommends City Council conditional approval of variation from Section 8.3-8 Permitted Obstructions in Yards, City of Crest Hill Zoning Ordinance, that allows (i) increasing the fence height from 4-feet to 6-feet; (ii) changing the fence type from open to solid; and (iii) reducing the setback from 5-feet to 0-foot, subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Plan Commission Staff Report for Case # V-25-3-10-1.

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.*



Work Session Agenda Memo

Crest Hill, IL

Meeting Date: October 27, 2025

Submitter: Daniel Ritter, AICP, Community and Economic Development Director
Ronald Mentzer, Community and Economic Development Consultant

Department: Community Development

Agenda Item: Plan Commission recommendation on application of Amazon.com Inc. (Amazon) for multiple variations to the Crest Hill Zoning Ordinance and the City Code of Ordinances with respect to real property located at 16825 Churnovic Lane, in Crest Hill, Illinois.

Summary:

Amazon is proposing to implement a variety of site modifications at the package sorting facility it has operated at 16825 Churnovic Lane since 2017. The proposed site modifications are collectively designed to reduce truck traffic and queuing on the surrounding public road network and make it safer for employees to walk between the building and parking areas on the site. In order to implement the proposed site modifications, Amazon has requested approval of variations that would allow a relocated driveway on Lidice Parkway to be approximately 71 feet wide and the replacement of eight existing landscape islands in the northern parking lot with pedestrian sidewalk islands.

The Subject Property illustrated below is currently Zoned M-1 Limited Manufacturing District.



Plan Commission conducted the required public hearing for this application at their October 9, 2025, meeting and recommended unanimous but conditional approval of the requested variations. A copy of the detailed October 9, 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 approval of the draft ordinance for this application on the November 3, 2025, Regular City Council Agenda for final consideration.

Attachments:

- Attachment A - October 9, 2025, Draft Plan Commission Meeting Minutes
- Attachment B - An Ordinance Approving Multiple Variations to the Crest Hill Zoning Ordinance and Crest Hill Code of Ordinances With Respect to Certain Real Property Located at 16825 Churnovic Lane in Crest Hill, Illinois – Application of Amazon.com, Inc. (with associated Exhibits)

MINUTES OF THE CREST HILL PLAN COMMISSION

The October 9, 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 Cheryl Slabozeski, Commissioner Gordon Butler, Commissioner Jeff Peterson, Commissioner John Stanton.

Also present were: Community Development Consultant Ron Mentzer, City Planner Atefa Ghaznawi, City Attorney Mike Stiff, Executive Secretary Samantha Tilley.

Absent were: Commissioner Marty Flynn, Community & Economic Development Director Dan Ritter.

Chairman Thomas excused Commissioner Flynn from tonight's meeting.

Chairman Thomas introduced the new City Planner, Atefa Ghaznawi, and the Community Development Consultant Ron Mentzer.

APPROVAL OF MINUTES: Chairman Thomas asked for a motion to approve the minutes from the Plan Commission meeting held on June 12, 2025, for Commission approval.

(#1) Motion by Commissioner Peterson seconded by Commissioner Carroll, to approve the minutes from the Plan Commission meeting held on June 12, 2025.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Commissioner Stanton.

ABSENT: Commissioner Flynn.

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

PUBLIC HEARING: Chairman Bill Thomas presented case number V-25-2-9-1, request of Amazon.com Inc. for the approval of a variation from Section 15.04.040 of the City of Crest Hill Code of Ordinance that would increase the maximum permitted width of a proposed relocated commercial driveway on Lidice Parkway from 30-feet to approximately 71-feet, and a variation from Section 11.6-2 of the Crest Hill Zoning Ordinance that would allow existing required internal parking lot landscape islands to be replaced with pedestrian sidewalk improvements for the 26.63-acre, M-1 Limited Manufacturing District zoned property located at 16825 Churnovic Lane, in Crest Hill.

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 V-25-2-9-1.

(#2) Motion by Commissioner Butler seconded by Commissioner Peterson, to open a public hearing on case number V-25-2-9-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

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

Chairman Thomas asked the Community Development Consultant Ron Mentzer to present the specifics on this case.

Consultant Ron Mentzer presented the case. He explained that city staff have been working with Amazon since spring on this proposal. The project has two main goals: minimizing unnecessary truck traffic on public roads located adjacent to the Amazon property by improving internal truck circulation on the site and improving on-site pedestrian safety.

Consultant Mentzer described the property as approximately twenty-seven acres, bounded by Division Street on the north, Lidice Parkway on the south, Churnovic Lane on the west, and Enterprise on the east.

Currently, there is no internal site connection between the truck dock areas on the east and west sides of the building. Amazon proposes connecting these areas with a new driveway along the south side of the building.

To accomplish this, Amazon needs to relocate the existing access drive at the southeast corner of the site, which currently provides truck access to Lidice Parkway. A guard shack controlling access to that side of the building would also be relocated. The existing driveway is eighty feet in width, which is nonconforming with city requirements that limit commercial driveways to thirty feet. Amazon is requesting a variance to rebuild the relocated driveway at 71 feet width, which is narrower than the current 80-foot width but still exceeds the 30-foot requirement.

The second variance involves removing landscaping from internal parking lot islands in the northern parking lot and replacing it with sidewalk improvements to enhance pedestrian access and safety for employees. This would involve removing 35-36 existing trees, but Amazon proposes planting more than one hundred new trees on the site, with many located around the perimeter of the northern parking lot to buffer and soften the view from adjacent roadways and the Carillon Lakes neighborhood.

Consultant Mentzer stated that staff recommend approval of the variations based on findings outlined in the staff report, noting that the City Engineer had no issues with the proposed design.

Chairman Thomas asked the representatives in attendance for Amazon, if they would like to approach the podium and be sworn in.

Andrew Obrzut, representing Amazon, provided additional details. He emphasized that the goal of the project is to improve safety for staff, faculty, and the surrounding community. He described the two improvements:

1. Connecting the east and west truck yards with a southern circulatory drive to keep truck traffic within the facility rather than on exterior roadways, which would mitigate queuing on public roads.
2. Moving to the southeast, access is approximately forty feet to the east to allow trucks to exit safely onto roadways.

Mr. Obrzut also noted that an existing access drive located at the southwest corner of the site would be removed, focusing access on existing drives to the northeast/northwest and southeast.

Regarding the improvement of the northern parking lot, Mr. Obrzut explained that the goal is to improve safety for faculty members as they walk from their vehicles to the building. Currently, people often walk through the parking lot rather than using existing sidewalks and striping. The proposed improvements include new sidewalks in the landscape islands, additional signage, and additional striping to guide people safely to the building.

Chairman Thomas noted that the proposed parking lot modifications would reduce the number of on-site parking spaces but that there would still be more than adequate spaces remaining. Consultant Mentzer confirmed that while there would be a net decrease in parking spaces, the site would still contain more than the minimum number of parking spaces required by the Zoning Ordinance.

Chairman Thomas asked the commissioners if they had any questions.

Commissioner Carroll asked if the guard house was new and it was stated that it was, in the last year.

Chairman Thomas asked if anyone in the audience would like to make a public comment. There were none.

Chairman Thomas asked for a motion to close the public hearing on case number V-25-2-9-1.

(#3) Motion by Commissioner Peterson seconded by Commissioner Slabozeski, to close the public hearing on case number V-25-2-9-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

The Public Hearing was closed at 7:17 p.m.

Chairman Thomas commented that it was fitting that the meeting was taking place in October, as Amazon had moved into this building in October 2017, eight years ago. He commended Amazon for proposing improvements that would make their operation more efficient and reduce traffic on Enterprise Drive, which has become extremely busy.

Chairman Thomas asked for a motion to approve the recommendation of case number V-25-2-9-1, the request of Amazon.com Inc. for the approval of a variation from Section 15.04.040 of the City of Crest Hill Code of Ordinance that would increase the maximum permitted width of a proposed relocated commercial driveway on Lidice Parkway from 30-feet to approximately 71-feet, and a variation from Section 11.6-2 of the Crest Hill Zoning Ordinance that would allow existing required internal parking lot landscape islands to be replaced with pedestrian sidewalk improvements for the 26.63-acre, M-1 Limited Manufacturing District zoned property located at 16825 Churnovic Lane, in Crest Hill.

(#4) Motion by Commissioner Carroll seconded by Commissioner Peterson, to approve the recommendation of case number V-25-2-9-1, the request of Amazon.com Inc. for the conditional approval of a variation from Section 15.04.040 of the City of Crest Hill Code of Ordinance that would increase the maximum permitted width of a proposed relocated commercial driveway on Lidice Parkway from 30-feet to approximately 71-feet, and a variation from Section 11.6-2 of the Crest Hill Zoning Ordinance that would allow existing required internal parking lot landscape islands to be replaced with pedestrian sidewalk improvements for the 26.63-acre, M-1 Limited Manufacturing District zoned property located at 16825 Churnovic Lane, in Crest Hill subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Plan Commission Staff Report for Case # V-25-2-9-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

Chairman Thomas congratulated Amazon.com Inc. and informed the applicant that the Plan Commission is only a recommendation body and that the recommendation will be forwarded to the City Council to would hear their case and have an official vote.

Chairman Bill Thomas presented case number V-25-3-10-1, request of Ruben and Clara Miranda seeking approval of a variation from Section 8.3-8 of the City of Crest Hill Zoning Ordinance that would increase the height of a new fence from 4-feet to 6-feet; decrease the required setback from 5-feet to 0-foot; and change the fence type from open to solid at the corner side yard, for a total length of 88-feet for the 9,291 Sq-Ft, R-1 Single-Family Residence District zoned property located at 2400 Waterford Drive, in Crest Hill.

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 V-25-3-10-1.

(#5) Motion by Commissioner Stanton seconded by Commissioner Peterson, to open a public hearing on case number V-25-3-10-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

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

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

City Planner Atefa Ghaznawi presented the case. She explained that the subject property is a single-family residence on a corner lot at the southeast corner of Gaylord Road and Waterford Drive, facing Waterford Drive. The house was built in 1994, and the applicants have owned and lived there since that time.

The applicants are proposing to replace an existing fence with a total length of 256 feet throughout their property, eighty-eight feet of which is located on the corner side yard. The existing fence is a 6-foot solid wooden fence with no setbacks that is over 30 years old and has significantly deteriorated due to age, with rotted posts and decaying panels. The new fence would match the existing one and would be a 6-foot solid vinyl fence in white.

To install the new fence on the corner side yard as proposed, the applicants are requesting approval of three variations:

1. Increasing the fence height from a maximum of four feet to six feet
2. Changing the fence type from a 50% open design to solid
3. Reducing the setback from a minimum of five feet to zero feet

City Planner Ghaznawi noted that of the total 256 feet of fence, 168 feet located on the rear and side yards meet the requirements, while the remaining eighty-eight feet on the corner side yard requires the variation.

Staff believe the proposed fence will partially buffer the property from noise and air pollution from the heavily traveled Gaylord Road and will enhance privacy and security. The fence will be consistent with neighboring properties and preserve the established appearance of the neighborhood. Staff recommend approval of the variation request, considering it reasonable and acceptable given the unique orientation of the property and the homeowner's safety and health concerns associated with adjacent Gaylord Road.

Chairman Thomas asked the representatives in attendance for this case to approach the podium and be sworn in.

Dayanara Miranda, speaking on behalf of her father Ruben Miranda, stated that her father has been a resident of Crest Hill for over 30 years. She explained that the current fence is a solid wood 6-

foot-tall fence with no setbacks that was installed over 30 years ago and has significantly deteriorated. She noted that all neighboring properties along Gaylord Road, including those on corner lots, have replaced their fences in recent years with 6-foot fences with no setbacks. Dayanara stated they are requesting three variations, which are increasing the fence height from a maximum of four feet to six feet, changing the fence type from a 50% open design to solid, reducing the setback from a minimum of five feet to zero feet.

Dayanara explained that a 6-foot fence is appropriate and necessary for several reasons:

1. Noise reduction from the busy Gaylord Road
2. Security, as a taller fence, is more difficult to climb.
3. Privacy from pedestrians and passing vehicles.
4. Consistency with neighboring properties
5. Continuity with the established look of the neighborhood.

Chairman Thomas asked the commissioners if they had any questions.

Commissioner Peterson commented that the Miranda family does need a new fence and that it would match everything else in the neighborhood.

Commissioner Carroll confirmed that the entire 256 feet of fence would be six feet tall, closed, and white vinyl.

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

Manuel Cueva, a resident, approached the podium and was sworn in. Mr. Cueva spoke in favor of the application, stating that Gaylord Road is very busy but that the Mirandas keep their property very clean and organized. He stated that the new fence would be a positive addition to the house and neighborhood, as it would align with other properties.

Chairman Thomas asked for a motion to close the public hearing on case number V-25-3-10-1.

(#6) Motion by Commissioner Peterson seconded by Commissioner Butler, to close the public hearing on case number V-25-3-10-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

The Public Hearing was closed at 7:33 p.m.

Chairman Thomas stated that when considering variations, one of the most important factors is whether there is a unique situation. He remarked that having a 30-year-old fence still standing qualified as unique. He agreed with Manuel that the Mirandas keep their property looking good

and are seeking to make it look even better. He thanked them for being loyal Crest Hill residents for over 30 years.

Chairman Thomas pointed out that the fence is on the lot line and over a public utility and drainage easement. He explained that while this is allowable, the utility company or city would have the right to remove the fence if they needed to do work in that area and would not be required to replace it. The agreement would include an acknowledgment of this condition.

Chairman Thomas asked for a motion to approve the recommendation of case number V-25-3-10-1, the request of Ruben and Clara Miranda seeking approval of a variation from Section 8.3-8 of the City of Crest Hill Zoning Ordinance that would increase the height of a new fence from 4-feet to 6-feet; decrease the required setback from 5-feet to 0-foot; and change the fence type from open to solid at the corner side yard, for a total length of 88-feet for the 9,291 Sq-Ft, R-1 Single-Family Residence District zoned property located at 2400 Waterford Drive, in Crest Hill.

(#7) Motion by Commissioner Carroll seconded by Commissioner Slabozeski, to approve the recommendation of case number V-25-3-10-1, the request of Ruben and Clara Miranda seeking conditional approval of a variation from Section 8.3-8 of the City of Crest Hill Zoning Ordinance that would increase the height of a new fence from 4-feet to 6-feet; decrease the required setback from 5-feet to 0-foot; and change the fence type from open to solid at the corner side yard, for a total length of 88-feet for the 9,291 Sq-Ft, R-1 Single-Family Residence District zoned property located at 2400 Waterford Drive, in Crest Hill subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Plan Commission Staff Report for Case # V-25-3-10-1.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

The recommendation will be forwarded to the City Council for their meeting on Monday, October 27, 2025, at 7:00 PM.

Chairman Thomas noted that in working on this case, it became apparent that there is confusion in the ordinance regarding fencing on side yards and backyards. He requested that city staff include this subject in their ongoing review of the zoning ordinance to better clarify the need for variances in the future.

OTHER BUSINESS: Chairman Thomas explained that at the June 12th Plan Commission meeting, a slate of officers was nominated for the next year (Bill Thomas as Chairman, Ken Carroll as Vice Chairman, and Cheryl Slabozeski as Secretary), but the meeting was adjourned before a vote could be taken.

Chairman Thomas asked for a roll call to ratify the slate of officers nominated at the June 12th meeting (Bill Thomas as Chairman, Ken Carroll as Vice Chairman, and Cheryl Slabozeski as Secretary).

Attorney Stiff explained that there is no motion but just a roll call vote to ratify the action already taken on June 12, 2025.

The vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

PUBLIC COMMENTS: There were no public comments.

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

(#8) Motion by Commissioner Peterson seconded by Commissioner Stanton, to adjourn the October 9, 2025, Plan Commission meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Commissioner Flynn.

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

The meeting was adjourned at 7:42 p.m.

As approved this _____ day of _____, 2025.

As presented _____

As amended _____

BILL THOMAS, COMMISSION CHAIRMAN

ORDINANCE NO. _____

**AN ORDINANCE APPROVING MULTIPLE VARIATIONS TO THE CREST HILL
ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES WITH RESPECT
TO CERTAIN REAL PROPERTY LOCATED AT 16825 CHURNOVIC LANE IN
CREST HILL, ILLINOIS
(APPLICATION OF AMAZON.COM INC.)**

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 a variation 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 Requirement in Section 12.6-2 of the Crest Hill Zoning Ordinance; and

WHEREAS, Amazon.com Inc. (the “Applicant”) is the tenant of real property located at 16825 Churnovic Lane in the City of Crest Hill, Illinois, bearing PINs 04-30-102-010-0000 and 04-30-102-011-0000, and legally described in Exhibit 1 of attached Exhibit A (the “Property”), has filed an application requesting approval of 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 October 9, 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 as Exhibit A, the Plan Commission recommended unanimous but conditional approval of the requested variations outlined on Exhibit 2 of Exhibit A at its October 9, 2025, meeting:

- A. The variations are in harmony with the general purpose and intent of the Zoning Ordinance; and
- B. 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
- C. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance; and

D. The variation, 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 variations listed on Exhibit 2 of Exhibit A was made subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Community Development Department Staff Report Attached Exhibit B (the "Staff Report"); and

WHEREAS, the City Council has examined the October 9, 2025, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Applicant 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 Attached Exhibit B.

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 variations listed in Exhibit 2 of 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: This Ordinance shall become effective only upon the complete execution and attachment of a fully executed version of the Unconditional Agreement and Consent attached hereto as Exhibit C within 60 days of the passage of this Ordinance. In the event that the Unconditional Agreement and Consent is not executed within 60 days, this Ordinance shall have no force and effect and shall be subject to repeal by the City Council without further notice or hearing due to the Applicant.

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

[Left Intentionally Blank]

PASSED THIS 3RD DAY OF NOVEMBER, 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	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 3RD DAY OF NOVEMBER, 2025.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. V-25-2-9-1
THE APPLICATION OF AMAZON.COM INC. FOR MULTIPLE VARIATIONS FROM THE
CREST HILL ZONING ORDINANCE AND CREST HILL CODE OF ORDINANCES AT
PROPERTY LOCATED AS 16825 CHURNOVIC LANE 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 October 9, 2025, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, Amazon.com Inc., is the tenant of the real estate described in the application.
- B. That the application seeks multiple variations for the property described in the application, commonly known as 16825 Churnovic Lane 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 M-1;
- D. That the application seeks approval of one (1) variation to Access Requirements contained in Section 15.04.040 Standards for Structural Appearance and Site Location Plans of the Crest Hill Code of Ordinances, and one (1) variation to Landscaping Requirements contained in Section 11.6-2 Screening and Landscaping of the Crest Hill Zoning Ordinance. All requested Variations are listed in attached Exhibit A-2 and relate to the property located at 16825 Churnovic Lane in Crest Hill, Illinois, with PINs 04-30-102-010-0000 and 04-30-102-011-0000.
- E. That the requested variations involve existing non-conforming conditions on the property;
- F. That the application for the variation 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 October 9, 2025, the applicant presented evidence and arguments in support of its application on October 9, 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 variation, as considered under section 12.6 of the Zoning Ordinance, meets the 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 VARIANCES, AS FOLLOWS:

1. That the approval of the application of Amazon.com Inc. for multiple variations as listed in attached Exhibit A-2 for property located at 16825 Churnovic Lane in Crest Hill, Illinois, with PINs 04-30-102-010-0000 and 04-30-102-011-0000 was approved and 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 variations be granted subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 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 9TH Day of October 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> X </u>	<u> </u>	<u> </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: 16825 CHURNOVIC LANE, CREST HILL, IL, 60403

PERMANENT INDEX NO: 04-30-102-010-0000 AND 04-30-102-011-0000

LEGAL DESCRIPTION: LOTS 15 AND 16 IN CREST HILL INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT, PHASE VI, RESUBDIVISION NO. 1, BEING PART OF THE NORTHWEST QUARTER AND THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE FINAL PLAT THEREOF RECORDED SEPTEMBER 21, 2016 AS DOCUMENT NUMBER R2016074215, WILL COUNTY, ILLINOIS.

DRAFT

EXHIBIT A-2
LIST OF REQUESTED VARIATIONS

1.) Crest Hill Zoning Ordinance (ZO) Section 11.6-2 Screening and Landscaping

- A landscape island shall be provided at the end of each parking row. The interior of a parking lot with more than twenty (20) cars shall include interior landscape islands at a ratio of one (1) landscape island for every twenty (20) parking spaces or fraction thereof. They shall be evenly dispersed throughout the parking area. The existing required internal parking lot landscape islands in the north parking lot will be replaced with pedestrian sidewalk improvements.

2.) Crest Hill Code of Ordinances Section 15.04.040 Standards for Structural Appearance and Site Location Plans, (I) Requirements:

- (8) Access. Vehicular ingress and egress points (curb cuts) to/from the site shall be no less than 50' from any street intersection (as measured from the property corner to the nearest side of the curb cut) nor closer than 75' to another curb cut on the same street. Curb cut widths shall be no less than 20' nor more than 30' in width. No more than two curb cuts per site shall be permitted. The maximum permitted width of a proposed relocated commercial driveway on Lidice Parkway will be increased from 30-feet to approximately 71-feet.

EXHIBIT B

October 9, 2025, Community Development Department Staff Report

To: Plan Commission

From: Daniel Ritter, AICP, Community and Economic Development Director
Ronald Mentzer, Community and Economic Development Consultant

Date: October 9, 2025

Re: 16825 Churnovic Lane, Amazon Sortation Facility - City Code and Zoning Ordinance Variation Requests – Plan Commission Case # V-25-2-9-1

Project Details

Project:	MDW5 Yard Connection
Applicant:	Amazon.com
Requests:	A City Code Variation for increased driveway width on Lidice Parkway and a Zoning Variation for a reduction in parking lot landscape islands.
Location:	16825 Churnovic Lane (the “Subject Property”)

Site Details

Lot Size:	Approximately 26.63 acres
Existing Zoning:	M-1 Limited Manufacturing District
Existing Improvements:	440,000 sq. ft. office/warehouse building, 539 space parking lot, and 118 semi-trailer parking spaces

Surrounding Zoning and Land Use Summary

	Land Use	Comp Plan	Zoning
Subject Parcel	Office/Warehouse	Light Industrial	M-1
North	Municipal Water Tower and Townhomes	Single-family Attached and Utilities	R-3 and M-1
South	Office/Warehouse Bldg.	Light Industrial	M-1
East	Vacant and Truck Terminal	Commercial and Light Industrial	M-1
West	Office/Warehouse/Industrial Bldg.	Light Industrial	M-1

Attachments

Application documents submitted by Applicant include:

- 6/03/2025 Application for Development/Variations
- 8/25/2025 Applicant response to Zoning Ordinance Standards for Variations
- 7/18/2025 Final Engineering Plans (includes Landscape Plans)
- 7/21/2025 Project Narrative
- 6/30/2025 Traffic Memorandum

Application Background and Project Summary

The Subject Property was originally developed as a speculative industrial/warehouse facility in 2016. The property was subsequently leased to the Applicant in 2017. The Applicant has been utilizing the facility for one of its midwest package sorting facilities since taking occupancy of the building in 2017.

At this time, the Applicant is proposing to implement a variety of site modifications that are collectively designed to reduce truck traffic and queuing on the surrounding public road network and make it safer for employees to walk between the building and parking areas on the site. Key proposed site modifications include:

1. Removal of the employee parking along the south end of the existing building and relocation of the existing guard shack driveway at the southeast corner of the property slightly to the east. These modifications allow Amazon trucks to circulate between the dock doors east and west sides of the building without using the adjacent public roadway network.
2. Adding new parking, sidewalk, crosswalk, signage, speed bump, and striping improvements in the existing northern employee parking lot to improve safety for employees walking between their vehicles and the building.

Summary of Requested Variations

To implement the above summarized site modifications, the Applicant is requesting City approval of the following variations:

1. **Increased Driveway Width:** A variation from Section 15.040 of the City of Crest Hill City Code that allows the proposed relocated southwest driveway onto Lidice Parkway to be approximately 71 feet wide. This section of the City Code establishes the maximum width of commercial driveways at 30 feet. The existing driveway at this location is approximately 80 feet in width and is considered a non-conforming condition. To reconstruct this driveway at a new location and comply with code, it needs to be constructed with a width of 30 feet or less.
2. **Reduced Parking Lot Landscaping:** A variation from Section 11.6-2 of the City of Crest Hill Zoning Ordinance that allows the existing required internal parking lot landscape islands in the north parking lot to be replaced with pedestrian sidewalk improvements. According to Section 11.6-2 of the Zoning Ordinance, a landscape island is required at the end of each row of parking and at a ratio of one landscape island for every 20 parking spaces. The Applicant proposes to replace eight existing landscape islands in the northern parking lot with pedestrian sidewalk islands.

Staff Analysis

Overall, staff believes the Applicant's proposed parking lot, site circulation, driveway, and landscaping improvements will enhance on-site pedestrian safety, improve on-site truck circulation, and reduce the amount of Amazon related truck traffic on the adjacent roadways. Staff is of the opinion that the variation requests are reasonable and acceptable given the underlying zoning of the property, history of the site improvements, and the character of the Applicant's site and the adjacent business park.

Staff feedback on specific aspects of the Applicant's proposed project:

Parking Requirements: The proposed project involves the elimination and relocation of 124 existing parking spaces along the south end of the existing building. 32 of these parking spaces will be replaced as part of the proposed northern parking lot improvements. Sheet C2.0 includes detailed "Required" and "Proposed" parking calculations for the site. Staff has reviewed these calculations and determined that the total number of proposed parking spaces on the site, post-project implementation, satisfies applicable Zoning Ordinance parking requirements. Based on the three-shift schedule the Applicant utilizes at this facility, staff believes the 447 parking spaces that will exist on the site post project implementation are sufficient to satisfy the parking needs of the facility.

Traffic and Circulation Study: The Applicant prepared and submitted a detailed traffic and circulation study for the proposed project. The City Engineer has reviewed the study and concurs with the following key study conclusions:

- The proposed site access changes are not expected to materially impact the study network.
- With the proposed access changes, site-generated truck traffic will circulate on-site, thereby minimizing truck traffic on Enterprise Boulevard.
- No off-site intersection improvements are necessary as a result of the proposed project.

The Lockport Fire Protection District has reviewed the application documents for this project and has no objections to the approval and implementation of the proposed site access, circulation, and parking lot revisions.

Landscaping: The proposed project requires the removal of 35 existing trees and the addition of 6,875 square feet of additional impervious area on the site. The proposed landscape plans for the project reflect the proposed installation of 106 new trees. The majority of the new trees will be planted in and around the existing and proposed parking lot improvements located at the north end of the building. Staff believes the proposed location, quantity, and species of trees around the north parking lot improvements materially enhance how these parking improvements are buffered from nearby residential properties and adjacent public streets.

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. The Applicant has also included its responses to these standards in the supporting application materials distributed to the Plan Commission for this case.

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 requested variations involve proposed site improvements designed to improve pedestrian safety and truck circulation on the Applicant's site and reduce unnecessary truck traffic on adjacent public roadways. Approval of the variations required to implement these improvements ensures the property can continue to operate efficiently and safely, and yield a reasonable return.

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

In combination, the configuration of the existing building, site, and adjacent roadway improvements, the nature of the Applicant's business, its three-shift operations schedule, and the significant amount of semi-trailer truck traffic it generates collectively represent unique circumstances that warrant the approval of the requested variations.

3. That the variation, if granted, will not alter the essential character of the locality. ***The existing driveway the Applicant is proposing to relocate at the southeast corner of the site is wider than the proposed new driveway. Therefore, the impact of a wider driveway width has on the character of the area has already been established and appears to be negligible. Furthermore, the proposed width of the relocated driveway is representative of the other commercial/truck access drives found throughout the Crest Hill Industrial Park.***

The elimination and replacement of eight existing landscape islands in the northern parking lot with approximately 40 new deciduous and evergreen trees planted around the site perimeter is expected to enhance the overall character of the site when viewed from the adjacent public street network and the residential neighborhood to the north.

In addition, Section 12.6-2 of the Zoning Ordinance further suggests 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.

Staff Recommendation

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

The Plan Commission recommends City Council conditional approval of variations from Sections 15.040 of the City of Crest Hill City Code and 11.6-2 of the City of Crest Hill Zoning Ordinance that allows (i) the proposed relocated Lidice Parkway driveway to be approximately 71-feet wide and (ii) eight existing required internal parking lot landscape islands in the north parking lot to be replaced with pedestrian sidewalk improvements subject to the project being implemented in substantial conformance with the application documents referenced in the September 11, 2025, Plan Commission Staff Report for Case # V-25-2-9-1.

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.

DRAFT

EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

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

WHEREAS, AMAZON.COM INC. (the "**Applicant**") is the tenant of that certain real property commonly known as 16825 Churnovic Lane in Crest Hill, Illinois, with PINs: 04-30-102-010-0000 and 04-30-102-011-0000 (the "Subject Property") and has applied for and been granted certain variations from the City of Crest Hill Zoning Ordinance and City of Crest Hill Code of Ordinances; and

WHEREAS, Ordinance No. _____, approved and passed by the Crest Hill City Council on November 3, 2025, ("the **Ordinance**"), approved certain variations to the Crest Hill Zoning Ordinance and City of Crest Hill Code of Ordinances, subject to the project being implemented in substantial conformance with the application documents referenced in the October 9, 2025, Community Development Staff Report for this request; and

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

NOW, THEREFORE, the Applicant does hereby agree, and covenant as follows:

1. The Applicant hereby unconditionally agrees to, accepts, consents to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Applicant acknowledges that all required public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understands and has considered the possibility of revocation or repeal of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agrees, covenants and warrants that it will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that the City will provide the Applicant with written notice of the City's intent to Repeal or Revoke the Ordinance.
3. The Applicant acknowledges and agrees that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City's granting of the Variations or its passage of the Ordinance, and that the City's approvals do not, and will not, in any way be deemed to insure the Applicant against damage or injury of any kind at any time.
4. The Applicant hereby agrees to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents,

representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's passage of the Ordinance, and (c) the maintenance and use of the Property as authorized by the Ordinance.

5. The undersigned is an authorized representative of the Applicant duly authorized and empowered to execute this Unconditional Agreement and Consent on behalf of the Applicant.

[Signature page to follow]

DRAFT

APPLICANT: AMAZON.COM INC.

By: _____

Its: _____

SUBSCRIBED and **SWORN** to before me
this _____ day of _____, 2025.

Notary Public

DRAFT



City Council Work Session Agenda Memo

Crest Hill, IL

Meeting Date:	October 27, 2025
Submitter:	Dan Ritter, AICP, Community and Economic Development Director Ron Mentzer, Community and Economic Development Consultant
Department:	Community & Economic Development
Agenda Item:	Third Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

Summary: On July 15, 2024, QuikTrip Corporation (QT) entered into a contract (the “Contract”) with the City to purchase the former Crest Hill City Hall at 1610 Plainfield Road (the “Site”). QT is proposing to demolish and redevelop the former City Hall improvements on the eastern portion of the Site with a new QuikTrip fueling center and convenience store and a yet to be secured commercial project on the adjacent vacant parcel to the west (collectively the “Redevelopment Project”). On April 21, 2025, the City Council approved the First Amendment to this Contract in order provide QT additional time for due diligence investigation work including securing clear feedback from IDOT regarding what type of driveway/vehicle access the Redevelopment Project would be permitted to have on Route 30/Plainfield Road. The First Amendment was executed by QT and the Mayor in early May and expires in the first week of August.

On August 4, the City Council approved a Second Amendment to the Contract in order to provide QT additional time to obtain written review comments from IDOT on the traffic impact study and preliminary site plan for the Redevelopment Project they originally submitted to IDOT on March 17, 2025, and the additional supplemental information it submitted to IDOT on July 31, 2025. IDOT has not yet provided full and complete review comments to QT on these submittals despite repeated inquiries from City staff and QT representatives. The Second Amendment is set to expire on November 4th.

QT’s Real Estate Manager has submitted the October 22, 2025, letter attached as Exhibit 1 to (i) reiterate QT’s commitment to purchase and redevelop the Site provided it can secure the approvals required for at least one full access curb cut onto Plainfield Road, and (ii) request City approval of a third amendment to the Contract (the “Third Amendment”) that would provide an additional 90 days for due diligence investigation activities including securing IDOT’s feedback. City staff and QT representatives have collaborated on the preparation of the Third Amendment (Exhibit 2). The structure and financial details of the Third Amendment are consistent with that of the previously approved First and Second Amendments and include:

- An additional 90-day due diligence period that would allow QT to continue to work with IDOT and the City to secure the various approvals required to implement the Redevelopment Project; and

City Council
October 27, 2025

Third Amendment to the Contract for Purchase of Real Estate of the Former City Hall

- An additional non-refundable payment of \$10,000 that will be deposited into the escrow account and would be applied to the purchase price if QT consummates its purchases the site. If QT terminates the contract, this payment would be released to the City.

Community and Economic Development staff encourages the City Council to approve the Third Amendment as this will advance the City's goal to facilitate the redevelopment of the Site with new tax generating commercial businesses. This extension will enable the City to obtain a clearer understanding of what type of driveway access IDOT will allow this Site to have onto Plainfield Road. This information will inform future City development/redevelopment efforts for the Site should QT not consummate its purchase.

Recommended Council Action: Direct staff and the City to prepare a resolution to approve and authorize the execution of a "Third Amendment to Contract for Purchase of Real Estate" by and between the City of Crest Hill and QuikTrip Corporation for the purchase of property located at 1610 Plainfield Road, Crest Hill, Illinois and include said resolution on the November 3, 2025, City Council meeting agenda for final action.

Attachments:

Exhibit 1 - Letter dated October 22, 2025, from QuikTrip requesting a Third Amendment to the Contract for Purchase of Real Estate

Exhibit 2 – Proposed QuikTrip "Third Amendment to Contract for Purchase of Real Estate" located at 1610 Plainfield Road, Crest Hill, Illinois

EXHIBIT 1

JULY 29, 2025, QUIKTRIP SECOND AMENDMENT REQUEST LETTER

October 24, 2025

City Council
October 27, 2025

Third Amendment to the Contract for Purchase of Real Estate of the Former City Hall

Via E-Mail with read receipt requested

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

Attn: Mayor Raymond R. Soliman

E-mail: rsoliman@cityofcresthill.com

RE: Contract for Purchase of Real Estate at 1610 Plainfield Road, Crest Hill, IL

Dear Mayor Soliman,

On July 15, 2024, the City of Crest Hill (as Seller) entered into a Contract for Purchase of Real Estate with QuikTrip Corporation (as Buyer) (the "Contract"). Please accept this letter as written notice that, due to QuikTrip's inability to obtain all necessary consents from the Illinois Department of Transportation regarding access to the Property, including, more specifically, approval for a full access driveway on Plainfield Road serving the Property (the "DOT Full Access Approval") prior to expiration of the Inspection Period of the Contract, QuikTrip Corporation hereby elects to terminate the Contract pursuant to Paragraph 10(b) of the Contract. Provided, however, that QuikTrip desires and intends to enter into a mutually acceptable addendum with the City of Crest Hill to revive and reinstate such Contract in the event that the City of Crest Hill City Council approves an amendment to the Contract to grant QuikTrip a 90-day extension of the Inspection Period to obtain such DOT Full Access Approval at the City Council's meeting on August 11, 2025.

Accordingly, QuikTrip hereby directs that the Escrow Agent hold the Earnest Money Deposit until the earlier of: (i) August 12, 2025, or (ii) such time as QuikTrip informs Escrow Agent that the parties have entered into an addendum reviving and reinstating the Contract. If no such addendum has been executed by the parties by August 12, 2025, it is requested that the Escrow Agent release the amount of (a) \$10,100.00 of the Earnest Money Deposit to the City of Crest Hill, pursuant to Paragraph 14 of the Contract, together with any Additional Earnest Money Deposits that have become non-refundable pursuant to Paragraph 11 of the Contract, and (b) \$19,900.00 be returned to QuikTrip Corporation, pursuant to Paragraph 14 of the Contract.

Thank you for your cooperation and assistance with this matter.

Sincerely,

Charlie Tarwater
Real Estate Manager
QuikTrip Corporation

cc: Kimya Sarmadi, Fidelity National Title – National Commercial Services
Christian G. Spesia, Spesia & Taylor
Truitt Priddy, QuikTrip Corporation
Brandon Rule, QuikTrip Corporation

EXHIBIT 2

**RESOLUTION APPROVING AND
AUTHORIZING THE EXECUTION OF A
SECOND AMENDMENT TO CONTRACT
FOR PURCHASE OF REAL ESTATE”
DATED JULY 15, 2024, BY AND BETWEEN
THE CITY OF CREST HILL AND QUIKTRIP
CORPORATION**

City Council
October 27, 2025

Third Amendment to the Contract for Purchase of Real Estate of the Former City Hall

Item 15.



EXHIBIT 1

QuikTrip Item 15.

CORPORATE OFFICE
4705 South 129th East Avenue
Tulsa, Oklahoma 74134-7008
P.O. Box 3475
Tulsa, Oklahoma 74101-3475
918-615-7700

10/22/2025

ATTN: Ron Mentzer
City Of Crest Hill
20600 City Center Blvd

RE: Purchase and Sale of 1610 Plainfield Rd – Crest Hill, IL

The purpose of this letter is to outline and request QuikTrip's need for additional time in the amount of 90 days with the payment of \$10,000, which is applicable to the purchase price but non-refundable for any reason outside of Seller's default, in order to continue working with Illinois Department of Transportation regarding access onto the subject property, located at 1610 Plainfield Road. QuikTrip is proposing an amendment to the Purchase and Sale agreement executed on July 29th, 2025, for this additional time. Illinois Department of Transportation is reviewing the traffic study and proposed access at this time but advised it could take up to 90 days before they can give QuikTrip any sort of answer regarding our access. The latest submittal to DoT was submitted on 3/17/2025, and IDOT contacted the City of Crest Hill on Wednesday, July 23rd indicating that they had still not reviewed QuikTrip's Traffic Impact Study.

QuikTrip is willing to work with the Department of Transportation and Crest Hill to facilitate safe access into and out of the subject property, but cannot move forward with closing on the property until the Department of Transportation is able to provide feedback in favor of at least one full access point on Plainfield Rd.

QuikTrip does not expect to have all permits in hand before waiving and closing on the contract, but need at least a strong level of confidence from DoT regarding a full access on Plainfield Road. QuikTrip also understands that we will need to continue to work with Crest Hill planning and zoning staff, building and engineering, as well as all local utilities and are prepared to work with each one of those groups to insure that the location is developed in a safe and acceptable manner that residents of Crest Hill can enjoy for years to come.

QuikTrip continues to look forward to becoming a part of the Crest Hill community, bringing a nationally awarded convenience store and gas station along with an additional commercial user for the surplus property.

Sincerely,

Ali Bukhres
QuikTrip Corporation
Real Project Manager Estate Manager

EXHIBIT 2

THIRD AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This Third Amendment to Contract for Purchase of Real Estate (this “Amendment”) is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** (“Seller”), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns (“Buyer”). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024, as previously amended on April 21, 2025, and August 4, 2025. (the “Contract”). The parties now desire to further amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

“In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and three (3) additional ninety (90) day periods, with the payment of Ten Thousand and No/100 Dollars (\$10,000.00) per extension (each payment for the extensions shall be an “Additional Earnest Money Deposit” and collectively referred to as the “Additional Earnest Money Deposits). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller’s default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.”

2. The following language is hereby added to the end of paragraph 15 of the Contract:

“Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller’s approval of Buyer’s permit applications for Buyer’s proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation (“IDOT”) for a full access driveway on Plainfield Road which services the Property (the “Full Access Approval”). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder.”

3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same

#4452 – First Amendment

instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.

4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
5. Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early August 2025.

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This _____ day of November, 2025.

City of Crest Hill

Raymond R. Soliman, Mayor

APPROVED BY BUYER: This _____ day of November, 2025.

QuikTrip Corporation

By: _____
Truitt Priddy
Division Real Estate Manager

Agenda Memo**Crest Hill, IL**

Date:	10/21/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Well 8 change order

Summary:

Well 8 is being repaired as authorized by the city council as per a memo dated 10/21/24. All the work is nearly completed, and the well is about to be put back service. On e final repair is needed. A change order is required to make the repair outside the original project scope of work. The cost of the change order is \$4,068 to replace the end of a 8-inch diameter pipe. Well 8 should be back in service in a few weeks if all goes as planned.

Recommended Council Action:

Approval of change order for Well 8 costing \$4,068.00 being paid to USG Water

Financial Impact:

Expenditure of \$4,068.00 from the Water Fund

Attachments:

Memo and change order



Proposal from UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: 10/20/25

Submitted by: Chad Johnson

Local Phone: (630) 280-5620

SFID: 151580

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Crest Hill, IL			Phone Number: (815) 741-5100		Fax Number:	
Street Address: 20600 City Center Blvd			Description of Work to be Performed: Concrete Plant Services			
City: Crest Hill		State: IL	Zip Code: 60403	Asset Name: Well 8 Filter		
Accounts Payable Contact Name: John Kemp		Email: JKemp@cityofcresthill.com		Job Site Address: 2401 WATERFORD DRIVE		
Job Contact (Inspection Reports): John Kemp		Email: JKemp@cityofcresthill.com		County / Parish: WILL	Asset Size: 10KG	Asset Style: Steel Filter

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Four Thousand Sixty-Eight and -----00 /100 Dollars \$ 4,068.00

Payment to be made as follows: Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☒ Yes If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

Customer Signature

Date of Acceptance

10/21/25

Printed Name

Julius Haasen
Julius Haasen

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

PPB: Select PPB

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd - P O Box 1350 - Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 usgwater.com

Exhibit A - Scope of Work

- Asset:** WELL 8 FILTER is approximately 13 ft dia x 12 ft Height (Interior) x 12 ft Height (Average Exterior Exposed)
 Proposal below is for the replacement of the end of an 8" dia pipe segment, repair handle connection.
- Notes/Exclusions:** Scorecard pricing is valid until 04/18/2026. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions.
 USG Water Solutions reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.
 Owner shall isolate and drain the Asset prior to renovation operations.
- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
 Owner shall perform disinfection in accordance with AWWA C653, any testing, and return of Asset back to service.
 Water and power must be available within 150' of Asset.
 Bonds are not included.
 Local Wage Rates are included.
 Lead and / or Asbestos abatement of any kind is not included.
 Containment of any kind is not included.
 Equipment protection of any kind is not included.
 USCI is not responsible for differing, latent or hidden conditions, including weather.
 In the event of a different or unknown problem, USG Water Solutions will be entitled to equitable adjustment in price and time to compensate for additional costs.
 All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included. Any environmental controls needed will be charged at cost +15%.
 All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.
 This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects.

Agenda Memo**Crest Hill, IL**

Date:	10/21/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Well 10 change order

Summary:

Well 10 is being repaired as authorized by the city council as per a memo dated 10/21/24. All the work is nearly completed, and the well is about to be put back service. On e final repair is needed. A change order is required to make the repair outside the original project scope of work. The cost of the change order is \$8,136 to replace a 6-inch diameter pipe with a flange inside of the tank. Well 10 should be back in service in a week if all goes as planned.

Recommended Council Action:

Approval of change order for Well 10 costing \$8,136.00 being paid to USG Water

Financial Impact:

Expenditure of \$8,136.00 from the Water Fund

Attachments:

Memo and change order



Proposal from UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd · P O Box 1350 · Perry, GA 31069
Toll-free: 855-526-4413 | Fax: 478-987-2991
usgwater.com

Date: 10/20/25

Submitted by: Chad Johnson

Local Phone: (630) 280-5620

SFID: 151581

MP / CS Asset: ☐

Entity Proposal Submitted To ("Customer"): City of Crest Hill, IL			Phone Number: (815) 741-5100		Fax Number:	
Street Address: 20600 City Center Blvd			Description of Work to be Performed: Concrete Plant Services			
City: Crest Hill		State: IL	Zip Code: 60403		Asset Name: Well 10 Filter	
Accounts Payable Contact Name: John Kemp		Email: JKemp@cityofcresthill.com		Job Site Address: 737 CATON FARM RD		
Job Contact (Inspection Reports): John Kemp		Email: JKemp@cityofcresthill.com		County / Parish: Will	Asset Size: 10KG	Asset Style: Steel Filter

Utility Service Co., Inc. agrees to provide all labor, equipment, and materials needed to complete the following:

Please see attached Exhibit(s), which are incorporated herein by reference:

1. Exhibit A – Scope of Work
2. Exhibit B – Terms and Conditions

Please sign and date this proposal and fax one copy to our office.

Eight Thousand One Hundred Thirty-Six and -----00 /100 Dollars \$ 8,136.00

Payment to be made as follows: Payment Due in Full Upon Completion of Work – plus all applicable taxes

Remittance Address: Utility Service Co., Inc., P O Box 207362, Dallas, TX 75320-7362

This Proposal, together with its Exhibit A – Scope of Work and Exhibit B - Terms and Conditions, and any additional exhibits that Utility Service Co., Inc. and the Customer agree to incorporate and attach to this Proposal (collectively, this "Proposal") constitutes the entire and exclusive agreement between Utility Service Co., Inc. (which for purposes herein shall collectively include its affiliate companies) and Customer (collectively, the "Parties"). This Proposal may be withdrawn by Utility Service Co., Inc. at any time prior to acceptance. Customer assents to the terms and conditions in Exhibit B and agrees that the terms and conditions in Exhibit B shall govern with respect to this Proposal and the services provided by Utility Service Co., Inc. No additional or conflicting terms or conditions included in any purchase order, hyperlink, acknowledgement or invoice of Customer not expressly incorporated into this Proposal shall be binding on the Parties or this Proposal.

Note: This proposal shall expire automatically
Ninety (90) days following the date of this Proposal.

Authorized
USCI Signature

Acceptance of Proposal The prices, scope of work, and terms and conditions of this Proposal are satisfactory and are hereby accepted. Payment will be made by Customer to Utility Service Co., Inc. as set forth herein.

Is Customer Exempt from Sales Tax? ☐ No ☒ Yes

If Exempt, please provide Sales Tax Exemption Certificate.

Fiscal Year Beginning Month

Date of Acceptance

10/21/25

Customer Signature

Printed Name

Julius Hansen
JULIUS HANSEN

FOR INTERNAL USE ONLY

SFID:

CN:

SO:

PPB: Select PPB

MP / CS PN:



Proposal from
UTILITY SERVICE CO., INC.

535 Gen. Courtney Hodges Blvd - P O Box 1350 - Perry, GA 31069
 Toll-free: 855-526-4413 | Fax: 478-987-2991
 usgwater.com

Exhibit A - Scope of Work

- Asset:** WELL 10 FILTER is approximately 13 ft dia x 12 ft Height (Interior) x 12 ft Height (Average Exterior Exposed)
 Pricing is for the replacement of 6" pipe and flange inside of the tank.
 Including paint touch up by USG.
- Notes/Exclusions:** Scorecard pricing is valid until 11/19/2025. Specialized goods and services are being rendered as part of this Scope of Work. Due to subcontractor and/or supplier requirements, pricing may fluctuate due to current market conditions.
 USG Water Solutions reserves the right to request a change order due to unforeseen market conditions that increase the cost of the goods or services provided by suppliers or subcontractors.
 Owner shall isolate and drain the Asset prior to renovation operations.
- Owner shall provide that no moisture or water is entering the Asset during renovation operations.
 Owner shall perform disinfection in accordance with AWWA C653, any testing, and return of Asset back to service.
 Water and power must be available within 150' of Asset.
 Bonds are not included.
 Local Wage Rates are included.
 Lead and / or Asbestos abatement of any kind is not included.
 Containment of any kind is not included.
 Equipment protection of any kind is not included.
 USCI is not responsible for differing, latent or hidden conditions, including weather.
 In the event of a different or unknown problem, USG Water Solutions will be entitled to equitable adjustment in price and time to compensate for additional costs.
 All work is expected to occur during acceptable weather and/or seasonal times. Environmental controls, including dehumidification and auxiliary heating, are not included. Any environmental controls needed will be charged at cost +15%.
 All workers to have 10-hour OSHA card; any additional safety requirements are subject to request for additional compensation.
 This proposal is based upon a visual inspection of the Asset. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Asset for all patent defects.