

Regular City Council Meeting Crest Hill, IL October 03, 2022 7:00 PM

Council Chambers 1610 Plainfield Road, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

Minutes:

- 1. Approve the Minutes from the Regular Meeting Held on September 19, 2022
- 2. Approve the Minutes from the Work Session Held September 26, 2022

City Attorney:

3. An Ordinance Amending Title 2 (Administration and Personnel), Chapter 2.22 (City Administrator) of the Crest Hill City Code

City Administrator:

- 4. Authorize the Purchase of Security Cameras and Associated Hardware from Low Voltage Solutions in the Amount of \$20,498.00
- 5. Approve a Resolution Authorizing Execution of a Real Estate Contract for the Purchase of Certain Real Estate Located in the City of Crest Hill, Will County, State of Illinois 2309 Caton Farm Road, Crest Hill in the Amount of \$30,000

Public Works Department:

- 6. Approval of Pay Request #1 from Williams Brother Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement
- 7. Approval of Pay Request #2 from Williams Brother Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement
- 8. Approve an Agreement with Strand and Associates for the Design and Bidding Related Services for Well 14, and for the Design and Bidding of the Raw Water Transmission Main, not to Exceed an Amount of \$138,900

- 9. Approve a Contract with Strand Associates Inc. for the Design and Bidding of Well 14 Construction and Associated Transmission Main in an Amount not to Exceed \$158,000
- 10. Approve an Agreement with Core and Main to Purchase, Install, and Implement a Fixed Base Water Meter Reading System not to Exceed Amount of \$168,520.00
- 11. Approve an Agreement with Sensus for Use of their Automatic Meter Reading Equipment Software
- 12. Approve a Change Order #1 with Camco Construction for the Work Being Done on the Theodore St. Storm Sewer for \$14,034.78

City Engineer:

- 13. Approve a Resolution Approving an Intergovernmental Agreement for the Installation, Maintenance and Other Costs of Illuminated Street Name Signs at the Intersections Along Weber Road at Various Locations in the County of Will
- 14. Approve an Ordinance Authorizing the Execution of a Lease Agreement Between the City of Crest Hill and BRT Outdoor, LLC for Digital Video Display Message Signs Subject to the Legal Descriptions and PIN Exhibits Being Included on Exhibit A

Community Development:

15. Approve an Ordinance Granting a Special Use Permit to the Crest Hill Zoning Ordinance with Respect to Certain Real Property (Petition of Alano Club of Joliet)

Police Department:

Mayor's Report:

<u>16.</u> Approve a Resolution Honoring the Crest Hill Lions Club on the 60th Anniversary of their Service to the City of Crest Hill

City Clerk's Report:

City Treasurer's Report:

- 17. Approval of the List of Bills from September 27, 2022 through October 04, 2022 in the amount of \$2,048,760.27
- 18. Regular and Overtime Payroll from September 12, 2022 to September 25, 2022 in the Amount of \$244,951.28

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 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.

Unfinished Business:
New Business:
Committee/Liaison Reports:
City Council Comments:
Public Comment:
Executive Session: If Called by Council for a Good Caus
Adjourn:

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MINUTES OF THE REGULAR MEETING CITY COUNCIL OF CREST HILL WILL COUNTY, ILLINOIS September 19, 2022

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

Mayor Soliman asked that everyone remaining standing for a moment of silence in remembrance of Betty Pavlich. She was a member of the Memorial Committee and a long time volunteer.

Roll call indicated the following present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Glen Conklin, Alderman Scott Dyke, Alderman John Vershay, Alderwoman Claudia Gazal, Alderman Darrell Jefferson (arrived at 7:12 p.m.), Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also present were: City Administrator Jim Marino, Director of Public Works Mark Siefert, Police Chief Ed Clark, Finance Director Lisa Banovetz, City Attorney Mike Stiff.

Absent were: City Engineer Ron Wiedeman, Interim Planner Maura Rigoni, Economic and Development Director Tony Budzikowski, Director of Information Technology Service Timothy Stinnett.

<u>APPROVAL OF MINUTES</u>: Mayor Soliman presented the minutes from the regular meeting held on September 6, 2022 for Council approval.

(#1) Motion by Alderwoman Gazal, seconded by Alderman Vershay, to approve the minutes from the regular meeting held on September 6, 2022 as presented.

On roll call, the vote was:

AYES: Ald. Vershay, Dyke, Gazal, Oberlin, Cipiti, Albert, Kubal.

NAYES: None.

ABSENT: Ald. Jefferson.

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

(74)

- (89) Mayor Soliman presented the minutes from the work session held on September 12, 2022 for Council approval.
- (#2) Motion by Alderwoman Gazal, seconded by Alderwoman Oberlin, to approve the minutes from the work session held on September 12, 2022 as presented.

On roll call, the vote was:

AYES: Ald. Dyke, Gazal Oberlin, Cipiti, Albert, Vershay.

NAYES: None.

ABSENT: Ald. Jefferson.

ABSTAIN: Ald. Kubal.

There being six (6) affirmative votes, the <u>MOTION CARRIED</u>. (93)

<u>CITY ATTORNEY</u>: (107) City Attorney Mike Stiff had no agenda items for discussion.

<u>CITY ADMINISTRATOR</u>: (114) City Administrator Jim Marino presented a change order with Cosgrove Construction Inc. in the Amount of \$110,895.00 per the memo dated September 19, 2022. Alderman Cipiti asked if this is work that was previously done or new construction. Mr. Thompson explained that this is additional work that needed to be done. One example of the work is that one of the customer windows in the main office needed to be adjusted. Alderwoman Gazal said that we discussed this at a previous work session, and these are the items on a list that the Council felt were necessary. Administrator Marino explained that the list of items was included in the packet.

(#3) Motion by Alderman Albert, seconded by Alderwoman Gazal, to approve a Change Order with Cosgrove Construction Inc. in the Amount of \$110, 895.00 per the memo dated September 19, 2022.

On roll call, the vote was:

AYES: Ald. Kubal, Dyke, Vershay, Gazal, Oberlin, Cipiti, Albert.

NAYES: None.

ABSENT: Ald. Jefferson.

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

(214)

(241) Mayor Soliman presented a request to approve a Change Order for Construction Work at the City Center (D Kersey) per the memo dated September 19, 2022.

(#4) Motion by Alderperson Oberlin, seconded by Alderman Dyke, to approve a Change Order for Construction Work at the City Center (D Kersey) per the memo dated September 19, 2022.

On roll call, the vote was:

AYES: Ald. Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Vershay.

NAYES: None.

ABSENT: Ald. Jefferson.

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

(245)

Alderman Jefferson arrived at 7:12 p.m.

(258) Administrator Marino presented a request for the approval of the Landscaping Purchases for City Center per the memo dated September 19, 2022. This was discussed at a previous work session. There were some questions raised in regard to the maintenance of the landscaping. It was decided to change out some of the grass areas with rocks or low maintenance plantings. Alderman Dyke has a concern about the upkeep of the Lilac bushes. Director Siefert explained that he was going to discuss this with the nursery to get their opinion on it. Alderman Cipiti asked if we can incorporate some native plants into the design. Director Siefert would look into it. Alderman Dyke asked who would be doing the

hardscapes and who would be doing the vegetation. KD Landscaping would do the rock and weed fabric and the Fields would do the planting.

(#5) Motion by Alderperson Oberlin, seconded by Alderman Cipiti, to approve a request for the approval of the Landscaping Purchases for City Center per the memo dated September 19, 2022.

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

(412)

(428) Administrator Marino presented a request to Approve a Change Order with Techlife LLC in the amount of \$492,505.21 per the memo dated September 19, 2022. This contract was initially awarded in May of 2021 and is for the security cameras, software, configuring the software, consulting and door access and controllers. The majority of the work has been done and there is a portion that still needs to be completed.

(#6) Motion by Alderwoman Gazal, seconded by Alderperson Oberlin, to approve a Change Order with Techlife LLC in the amount of \$492,505.21 per the memo dated September 19, 2022.

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.

(551)

(578) Alderman Dyke asked for an update on the damage that was done by the defective sprinkler. Administrator Marino went over the portion that was covered by insurance and the items that have been replaced. The carpet in the Council room will be replaced once the dais is complete. The drywall in the vestibule still needs to be replaced and is scheduled to start next week. Alderman Dyke asked if the sprinkler company has taken any responsibility for the malfunction. Administrator Marino informed the Council that the insurance company had an engineer examine the defective equipment. Treasurer Conklin said that it would be up to the insurance company to take action against the sprinkler company. Alderman Jefferson asked if we are anticipating any further unknown expenses with the City Center. Administrator Marino explained that there may be other items that might come up but is hoping not too many. One item is signage for the exterior and interior of the facility. There is one other change order, and this is for the cabinets. Mr. Thompson said that there are two change orders, and these are a part of the supplemental items. Part of it is for the window size and the reworking of the cabinets in the main office. Alderwoman Gazal asked if we have a tentative move in date. Mr. Thompson said realistically not until after the first of the year. Part of the problem is the delay in the supply chain which everyone is experiencing right now.

<u>PUBLIC WORKS DEPARTMENT</u>: (819) Public Works Director Mark Siefert had no agenda items for discussion. Alderwoman Gazal asked that we contact the Diocese in

regard to the algae growth in the two small ponds that are located east of the facility. Director Siefert said that we would take a look at the situation. The ponds are doing what they are meant to do. We can try to work with the property owner to come up with a solution to the algae problem.

(887) Administrator Marino asked that we make sure the correct amount that was approved per motion #6. The amount should be \$492,505.21.

(#7) Motion by Alderwoman Gazal, seconded by Alderwoman Oberlin, to approve an amendment to motion #6 in regard to Techlife to read \$492,505.21.

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.

(911)

(934) Alderman Jefferson asked for an explanation of the dollar amount. Administrator Marino explained the this is the funds that have been paid. We are just approving the work that has been done. The \$159,337.41 is work that still needs to be completed and is part of the contingency plan. The \$492,505.21 was not previously approved. We are basically finishing up the paperwork and getting everything in order.

<u>CITY ENGINEER</u>: (979) There were no agenda items for discussion.

ECONOMIC DEVELOPMENT DEPARTMENT: (982) There were no agenda items for discussion. The reports were on file.

POLICE DEPARTMENT: (985) Police Chief Ed Clark presented a request for a Special Event Police Services Contract-Siegel's Cottonwood Farm per the memo dated September 9, 2022. Alderman Dyke questioned the weekend prior to Halloween. Chief Clark informed the Council that it was explained to the property owner that if they need Police services, they will have to come back to the Council for approval. Alderman Dyke questioned the hours of operation. Chief Clark explained that they are billed from the time the Officers arrive and the time they leave the event. Alderman Vershay questioned the parking on the adjoining property. Chief Clark said that we will have discussion on this after this event. Alderman Vershay thought we gave them a time frame on the parking and it has expired. Administrator Marino said that the owner would have to get a special use or put down a hard surface. Attorney Stiff thought that the property owner had purchased the adjoining property and would look into it.

(#8) Motion by Alderman Albert, seconded by Alderperson Oberlin, to approve a request for a Special Event Police Services Contract-Siegel's Cottonwood Farm per the memodated September 9, 2022.

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

ABSTAIN: Ald. Vershay, Jefferson.

There being six (6) affirmative votes, the <u>MOTION CARRIED</u>. (1007)

(1182) Police Chief Clark presented a request for a Special Event Police Services Contract-Carillon Lake HOA per the memo dated September 9, 2022.

(#9) Motion by Alderperson Oberlin, seconded by Alderman Albert, to approve a request for a Special Event Police Services Contract-Carillon Lake HOA per the memo dated September 9, 2022.

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.

(1192)

MAYOR: (1219) Mayor Raymond Soliman had no agenda items for discussion.

<u>CITY CLERK</u>: (1224) City Clerk Christine Vershay-Hall had no agenda items for discussion.

(1229) Clerk Vershay-Hall announced that the 2023 Consolidated Election packets will be available for pick up in the Clerk's Office starting on Tuesday September 20, 2022. Residents will be voting for one candidate for Council in each Ward. Office hours are 8:00 a.m. to 4:30 p.m.

<u>CITY TREASURER</u>: (1248) Treasurer Conklin presented the list of bills in the amount of \$950,594.51 for Council approval.

(#10) Motion by Alderperson Oberlin, seconded by Alderman Jefferson, to approve the list of bills in the amount of \$950,594.51 as presented.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>. (1262)

(1279) City Treasurer Glen Conklin presented the regular and overtime payroll from August 29, 2022 to September 11, 2022 in the amount of \$251,037.79.

UNFINISHED BUSINESS: (1299) There was no unfinished business.

NEW BUSINESS: (1301) There was no new business.

COMMITTEE/LIAISON REPORTS: (1302) There were no committee/liaison reports.

<u>COUNCIL COMMENTS</u>: (1306) Alderwoman Gazal announced that there will be a food pantry at the White Oak Library on November 5, 2022 from 10:00 a.m. to 12:00 p.m.

Alderperson Oberlin wished her son a happy birthday. Alderman Cipiti also wished Alderperson Oberlin's son a happy birthday.

<u>PUBLIC COMMENT:</u> (1350) There were no citizens wishing to address the Council.

(1357) Mayor Soliman informed the Council that there was a need for an executive session on land acquisition (5 ILCS 120/2(c)(5).

(#11) Motion by Alderperson Oberlin, seconded by Alderman Albert, to go into an executive session on (5 ILCS 120/2(c)(5).

On roll call, the vote was:

AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Alert, Kubal, Dyke, Vershay.

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

(1364)

Executive session 7:42 p.m.

(Tape #2 begins)

(#12) Motion by Alderperson Oberlin, seconded by Alderman Cipiti, to reconvene from the executive session on (5 ILCS 120/2(c)(5).

On roll call, the vote was:

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

NAYES: None. ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.

(6)

Reconvened at 8:02 p.m.

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

(#13) Motion by Alderman Dyke, seconded by Alderman Vershay, to adjourn the September 19, 2022 City Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

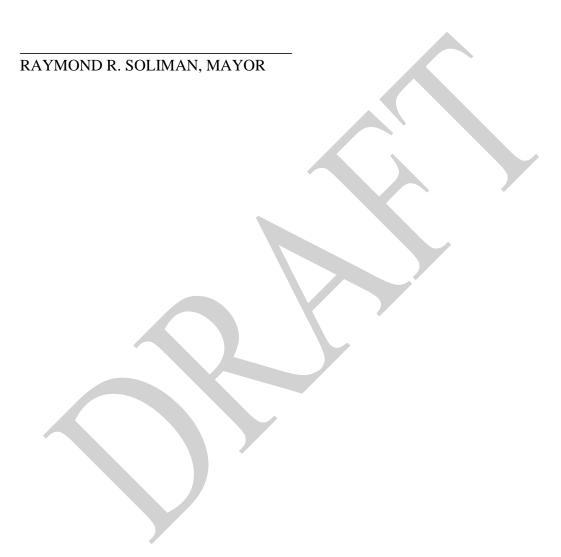
There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

(19)

The meeting was adjourned at 8:03 p.m.

Approved this _____day of ______, 2022
As presented _____
As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK



MINUTES OF THE WORK SESSION CITY COUNCIL OF CREST HILL WILL COUNTY, ILLINOIS September 26, 2022

The September 26, 2022 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

The following Council members were present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Glen Conklin, Alderman Scott Dyke, Alderman John Vershay, Alderwoman Claudia Gazal, Alderman Darrell Jefferson, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also present were: Administrator Jim Marino, City Engineer Ron Wiedeman, City Attorney Mike Stiff.

Absent were: Director of Public Works Mark Siefert, Assistant Public Works Director Blaine Kline, Interim Planner Maura Rigoni, Police Chief Ed Clark, Finance Director Lisa Banovetz, Economic Developer Tony Budzikowski, IT Director Tim Stinnett

TOPIC: Liquor License Approval – 20631 Renwick Rd.

Mayor Soliman presented a Liquor License Approval -20631 Renwick Road per the memo dated September 12, 2022. This is for the Crusade Burger Bar. The owners are currently not in attendance so we will continue on with the agenda.

TOPIC: Digital Advertising Draft Lease Agreement and Sign Ordinance Discussion.

Mayor Soliman presented the Digital Advertising Sign Locations & Lease Agreement per the memo dated September 26, 2022. Engineer Wiedeman informed the Council that we had discussion in July on the new city signage. We have been working with Community Digital Displays (CDD) for the installation of digital message boards. Staff was directed to do the following items. Finalize the initial locations. Prepare concept exhibits of digital signs. Prepare and present a draft agreement. Review section 15.12 of the sign code for potential revisions. We are still doing a review of the current sign code so this will be discussed at a future work session. Engineer Wiedeman would like to get concurrence from the Council on the four locations. They are as follows. The SE corner of Weber and City Center Rd – Double sided sign. The NE corner of Theodore and Gaylord – Single face sign. The NW corner of Caton Farm and Kubinski – Double sided sign and Renwick (before the entrance of the golf course) – Double sided sign. These are the locations that the sign company would like to start with, and they are ready to sign a lease. Alderwoman Gazal asked where the location on Renwick is. Engineer Wiedeman explained where it would be located. Also, this a high traffic area and would be a good place for a sign. On location 1 and 4 we will need to secure an easement agreement or land acquisition. Location 2 would require a special use permit from the Will County Forest Preserve. Alderperson Oberlin thanked the engineer for providing a copy of the correspondence to the Council. Bill Cota gave a presentation on the proposed signage and locations. Each sign is specifically designed for its location. Engineer Wiedeman explained that these drawings that were submitted are concepts. The landscaping is proposed to be done by Hitchcock so that all locations will be uniform. Alderwoman Gazal asked if we are going to be charged for the landscape design. This cost is included in the welcome sign agreement.

Alderperson Oberlin questioned the 20 year agreement. It begins on the commencement date of the agreement and shall continue until the date of completion and full operation. Is this for all of the signs, or just the first one. Mr. Cota said it is typically after the last location is done. Right now it's 8 to 10 weeks production time. Alderperson Oberlin asked if there are other sites added, would this agreement restart from then. Typically it does. Mr. Cota explained that we are looking at long term because in 10 years, some of the signs will need to be refaced. The wording can be updated in the lease as to how the 20-year agreement works. Alderwoman Gazal asked will the City be able to advertise on the sign. The City will have 1 slot to put their advertising on the boards. Mr. Cota went over how the advertising board works. Alderperson Oberlin asked if an additional slot is needed by the City, will it be at a cost. She was told that each slot holds multiple advertisements which are 10 seconds long. Alderman Albert asked if we could share our space with another government entity such as the library. You could not. They would be charged the not-forprofit rate. Alderwoman Gazal asked what if we were doing an joint event with the library. The event would have to be City sponsored. Discussion followed on various City items that could go on the sign. Alderman Albert questioned the sizing of the signs. Mr. Cota went over the size of the proposed signage according to the locations. Alderman Albert brought up the placement of the sign on Renwick Road. Discussion followed on how this location was chosen. It was originally Forest Preserve property but was split up and a portion of it given to Lewis University. Engineer Wiedeman is not sure that the school knows that this property now belongs to them. Alderman Albert questioned a power source for the sign. There is electricity at the site. Mr. Cota explained that there is good visibility at this location. Alderman Cipiti questioned the location on Route 30 and Route 53. This was unavailable as these are State roads. Alderman Cipiti asked who would be scheduling when different things are posted on the signs as far as the City. Administrator Marino explained that we would post items in conjunction with the website and social media. Alderman Vershay asked how long during the day and night would the sign be lit. It is active 24 hours per day. Alderman Vershay questioned the stability of the sign during a storm with high winds. Mr. Cota explained that it is affixed to steel poles that is covered by the façade and is rated to withstand 110 mph winds. Alderperson Oberlin asked if the Attorney reviewed the documents and found them to be in order. Attorney Stiff was in agreement with the documents.

Mayor Soliman asked for an informal vote on the Digital Advertising Draft Lease Agreement and Sign Ordinance Discussion (including the 20 year agreement and additional signage in the future). All members present were in agreement.

TOPIC: Discussion of Amendments to Chapter 2.22 (City Administrator)

Mayor Soliman presented the Amendment to City Administrator Ordinance per the memo from Spesia & Taylor dated September 26, 2022. Alderperson Oberlin asked the Attorney in regard to the copy of the 65 ILCS 5/31.1-30-5 that was provided to the Council, can he clarify that if the Mayor requested the removal of the Administrator, would it require 2/3's of Council approval. Attorney Stiff explained that one section is on appointments and the other is on removal. Alderperson Oberlin asked if the Mayor wanted to dismiss someone, but the Council voted by 2/3'rds to retain them, the person would remain as a staff member.

Alderman Vershay questioned section C in the ordinance. Attorney Stiff explained that he is not sure why this was put in the ordinance. His thought was that any information that needs to go to Civil Service comes from the City through the Administrator. Alderperson

Oberlin asked if the potential candidates for City jobs go through testing prior to notification to Civil Service. Once a potential candidate goes through testing and interviews we generate the hiring list, and it is approved by Civil Service. Alderman Vershay asked if a department needs to hire, do they go through the Civil Service list to fill the vacancy. Administrator Marino explained that an offer would be made to the first person on the list. Alderman Cipiti asked if most municipalities utilize a Civil Service for the hiring of staff. Administrator Marino said that very few go through a Civil Service. The only way that you can dissolve the Civil Service is through a referendum put before the voters of the City. Alderman Vershay explained that the Civil Service was created so that you don't show favoritism to relatives or friends when filling vacancies. Alderman Vershay feels that the Civil Service is good to have in place. The Attorney went over the verbiage in the ordinance that was relined for the Council's on how the Administrator's position relates to Civil Service. He reminded the Council that the Administrator does not do the hiring. The Attorney read the amended verbiage which was "to facilitate the facts and evidence to the Civil Service for creation of a list for hiring, promotions, discipline of any non-department heads, except for Police Department employees) unless otherwise provided by the Statutes". Alderman Jefferson said that the majority of the hires coming in would be a part of a bargaining unit and is in favor of how the Attorney has written the section. Alderman Cipiti questioned the performance evaluation being done annually. Can we put a date on this so that we know when it is coming up. Administrator Marino explained that this may not work due to the hiring date of the employee. Alderman Cipiti thought that it was in the employment agreement for May of the calendar year. The Attorney asked if we want to do the evaluation on the anniversary date or a specific date. Mayor Soliman thought they were done around May 1st. Alderman Dyke felt that we should go with the date that is stated in the individual's contract. Treasurer Conklin said that there is a time and process during the year that evaluations are done. Attorney Stiff said that you can have it state, on or before the anniversary date. In regard to section C, the Department Head along with the Administrator would work together in presenting the information to the Civil Service. Alderman Vershay does not agree with the wording "facts and evidence" in section C. Alderperson Oberlin thought that by facts and evidence, they are referring to the testing that is done. Lengthy discussion followed on the wording. Alderman Vershay said that in the past the Civil Service reviewed the tests, did the interviews, created the lists, and notified the candidates that they were being hired. Alderman Jefferson said that he thinks that was in the past and some things have changed since then. Administrator Marino explained that the staff does the work, and the Civil Service is the approving body. It works the same with the Council. Staff does the legwork and brings it to Council for their review and approval. Administrator Marino explained that we provide the information to Civil Service, similar to what we do with information that is forwarded to the Council. Alderman Jefferson suggested putting the discussion on Civil Service for another meeting.

Mayor Soliman asked for an informal vote on the Discussion of Amendments to Chapter 2.22 (City Administrator), Section C change and to accept the red line changes as discussed.

The vote was as follows:

No -Alderman Albert, Jefferson, Kubal, Vershay, Mayor Soliman.

Yes – Alderman Dyke, Cipiti, Alderwoman Gazal, Alderperson Oberlin.

Alderperson Oberlin asked that this still be on the Council agenda for a formal vote.

PUBLIC COMMENTS: There were no public comments.

MAYORS UPDATES: Mayor Soliman had no items for discussion.

<u>COMMITTEE/LIAISON UPDATES:</u> There were no committee/liaison updates for discussion.

CITY ADMINISTRATOR UPDATES: Administrator Marino informed the Council that the new phone system was installed, and training was done with staff. Alderwoman Gazal asked what was the purpose of getting new phones now. Administrator Marino explained that they are plug and play and be taken to the new facility and plugged in. With IT Director Stinnett working with the phone company, we are able to save a significant amount of money. We also have a new voice mail system to take the place of the existing one that cease to function. In regard to the City Center, Public Works will be doing sone of the landscaping. The dais is framed out and we are waiting to hear from PT Ferro on the concrete work and blacktop. We will be contacting GovHR to post the ad for the Economic Developer position. Alderperson Oberlin asked if there was something in the agreement with GovHR that if an individual leaves within a certain amount of time from the date of hiring, don't they advertise the position for free. Administrator Marino would look into this and report back to Council. Maura Rigoni will be stepping in as Interim Planner. We met with her to go over some of the projects that are currently in place. Alderman Albert asked why the recommendations from the Plan Commission are being discussed at the work session versus the first meeting of the month. Administrator Marino said that we were following the schedule of work sessions. Alderman Albert said that we normally bring it to the first meeting and in this case the items have already been discussed at a prior work session. Alderperson Oberlin questioned the return of a city issued cellphone from an employee who is no longer with the City. Administrator Marino said that it wasn't returned and the service to the phone was deactivated. He did not see the employee on his last day and any contact we have tried to make has been ignored. Attorney Stiff said that he would discuss this situation with the Police Chief and see what our next step might be. Alderperson Oberlin felt that when someone is no longer employed by the City they should turn in their keys, phones, or other City property before they get their final paycheck. Alderman Dyke said that other places he worked required that everything be turned in or you were responsible to reimburse the company for it. Alderwoman Gazal informed the Council that the gentleman that owns Forza has been trying to contact the City and asked that the Mayor respond to him. Mayor Soliman explained that Director Budzikowski has reached out to him. They would like to reopen as a restaurant only. The Mayor indicated that he reached to out a gentleman who left his phone number but has gotten no response back. The restaurant owner still has a lease on the property. He was told that he could be open as a restaurant, but not be afforded a liquor license. The owner declined the offer.

The meeting was a	djourned at 8:23 p.	m.
Approved this As presented	day of	, 2022
As amended		

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



SPESIA & TAYLOR

MEMO

To: Mayor and City Council

From: Spesia & Taylor Date: 09/26/2022

Re: Amendment to City Administrator Ordinance

Issue:

At the work session of 9/12/22 I was asked to present a redlined amendment to Chapter 2.22 of the City Code, which establishes the Office of City Administrator, along with sections on the appointment, qualifications, removal, and duties of the office. In addition, I was asked specifically to research the statutory references to removal in several of the sample ordinances from other municipalities regarding removal of an administrator

DISCUSSION

By way of a general overview, most of the requested amendments to the current ordinance are not problematic, and they have been made in redline to the attached draft ordinance. However, the suggested change to the "Removal" section is, in my opinion problematic.

As a non-home rule municipality with a Mayor and City Council form of government, Section 3.1-30-5 of the Illinois Municipal Code reserves the exclusive power of appointment of ten enumerated offices to the Mayor with the advice and consent of the City Council. The Council is the Legislative branch and the Mayor is the Executive branch. As with the federal government, the two branches are meant to be separate but equal.

While the City Administrator position is not among ten enumerated offices which can be filled by a Mayoral appointment, with advice and consent of the City Council, there is a catch-all category which allows the appointment of other "officers" necessary to carry into effect the powers conferred upon municipalities. Those offices may be created by the Council, as the Legislative Branch, as it has done with the City Administrator and Finance Director. Once created, the power of appointment resides with the Mayor. 65 ILCS 5/3.1-30-5, a copy of which is attached.

In the City's case, the City Administrator position looks to have been created in 2006 by Ordinance 1401 and it apparently remained the same without amendment since then.

With respect to Removal of a City Officer appointed by the Mayor, the Municipal Code provides that removal authority to Mayor, who must follow certain steps in doing so. That same section of the Municipal Code provides the City Council with the ability to disapprove the removal by a two-thirds vote. 65 ILCS 5/3.1-35-10, which is also attached.

Research into the issue has revealed an Illinois Supreme Court case from 1976, <u>Pechous v. Slawko</u>, 64 Ill. 2d 576. In that case the Supreme Court interpreted prior versions of the Municipal Code and held that a City Council's attempt, by ordinance, to remove an appointed city collector and city attorney was invalid. In so holding, the Court in <u>Pechous</u> noted that the only form of municipal government which authorizes a City Council to exercise powers of appointment and removal is the Commission Form of Municipal Government. The only way that a municipality can change its form of government is by referendum. The Court upheld the trial court's injunction and restored the two City of Berwyn officers to their positions. Although the ruling was in 1976, the municipal code provisions regarding the power of appointment and removal are virtually the same.

You will note that the removal statute indicates that the sole power of removal of appointed officers resides with the Mayor "except where otherwise provided by statute." Given the short turnaround time to provide this legal analysis, we have not had enough time to conduct exhaustive research regarding any other statutory exceptions which may exist, and we are happy to do additional research into the topic if Council desires.

However, <u>Pechous</u> is still good law, and the statutory scheme is clear. A City Administrator, once appointed, acts as part of the Executive Branch, and should be removed only as provided in Section 3.1-35-10.

You will also note that the current ordinance does not have a "salary" section, so I added a section denoting that the City Administrator's salary shall be as set by the City Council, which is similar to the ordinances regarding other appointed officers.

65 ILCS 5/3.1-30-5

Statutes current with legislation through P.A. 102-984, except for portions of P.A. 102-813, of the 2022 Session of the 102nd Legislature.

Illinois Compiled Statutes Annotated > Chapter 65 MUNICIPALITIES (§§ 5/1-1-1 — 120/99-99) > Illinois Municipal Code (Arts. 1 — 11) > Article 3.1. Officers (Divs. 5 — 55) > Division 30. Appointed Officers in All Municipalities (§§ 5/3.1-30-5 — 5/3.1-30-25)

65 ILCS 5/3.1-30-5 Appointed officers in all municipalities.

- (a) The mayor or president, as the case may be, by and with the advice and consent of the city council or the board of trustees (may appoint (1)) a treasurer (if the treasurer is not an elected position in the municipality), (2) a collector, (3) a comptroller, (4) a marshal, (5) an attorney or a corporation counsel, (6) one or more purchasing agents and deputies, (7) the number of auxiliary police officers determined necessary by the corporate authorities, (8) police matrons, (9) a commissioner of public works, (10) a budget director or a budget officer, and (11) other officers necessary to carry into effect the powers conferred upon municipalities.
- (b) By ordinance or resolution to take effect at the end of the current fiscal year, the corporate authorities, by a two-thirds vote may discontinue any appointed office and devolve the duties of that office on any other municipal officer. After discontinuance, no officer filling the office before its discontinuance shall have any claim against the municipality for salary alleged to accrue after the date of discontinuance.
- (c) Vacancies in all appointed municipal offices may be filled in the same manner as appointments are made under subsection (a). The city council or board of trustees of a municipality, by ordinance not inconsistent with this Code, may prescribe the duties, define the powers, and fix the term of office of all appointed officers of the municipality; but the term of office, except as otherwise expressly provided in this Code, shall not exceed that of the mayor or president of the municipality.
- (d) An appointed officer of a municipality may resign from his or her office. If an appointed officer resigns, he or she shall continue in office until a successor has been chosen and has qualified. If there is a failure to appoint a municipal officer, or the person appointed fails to qualify, the person filling the office shall continue in office until a successor has been chosen and has qualified. If an appointed municipal officer ceases to perform the duties of or to hold the office by reason of death,

permanent physical or mental disability, conviction of a disqualifying crime, or dismissal from or abandonment of office, the mayor or president of the municipality may appoint a temporary successor to the officer.

History

P.A. 87-1119, § 2; 88-537, § 5; 94-984, § 20.

Annotations

Notes

Editor's Notes

Section 99 of <u>P.A. 88-537</u> made the Act effective January 1, 1994, however, the Act was not approved until March 14, 1994.

Amendment Notes

The 1994 amendment by P.A. 88-537, effective January 1, 1994, approved March 14, 1994, added subsections (c) and (d).

The 2006 amendment by P.A. 94-984, effective June 30, 2006, made a gender-neutralizing change.

CASE NOTES

Appointment Powers

Board of Trustees

City Clerk

Creation of Policewomen's Bureau

Mayor

Outside Attorney

Police Chief

65 ILCS 5/3.1-35-10

Statutes current with legislation through P.A. 102-984, except for portions of P.A. 102-813, of the 2022 Session of the 102nd Legislature.

Illinois Compiled Statutes Annotated > Chapter 65 MUNICIPALITIES (§§ 5/1-1-1 — 120/99-99) > Illinois Municipal Code (Arts. 1 — 11) > Article 3.1. Officers (Divs. 5 — 55) > Division 35. Functions and Duties of Certain Municipal Officers (§§ 5/3.1-35-5 — 5/3.1-35-140)

65 ILCS 5/3.1-35-10 Mayor or president; removal of appointed officer

Except where otherwise provided by statute, the mayor or president may remove any officer appointed by the mayor or president under this Code, on any written charge, whenever the mayor or president is of the opinion that the interests of the municipality demand removal. The mayor or president shall report the reasons for the removal to the corporate authorities at a meeting to be held not less than 5 nor more than 10 days after the removal. If the mayor or president fails or refuses to report to the corporate authorities the reasons for the removal, or if the corporate authorities by a two-thirds vote of all members authorized by law to be elected disapprove of the removal. The officer thereupon shall be restored to the office from which the officer was removed. The vote shall be by yeas and nays, which shall be entered upon the journal of the corporate authorities. Upon restoration, the officer shall give a new bond and take a new oath of office. No officer shall be removed a second time for the same offense.

History

P.A. 87-1119, § 2.

Annotations

CASE NOTES

In General

Applicability

Appointment Powers

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.22 (CITY ADMINISTRATOR) OF THE CREST HILL CITY CODE

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

WHEREAS, pursuant to Section 3.1-30-5(a) of the Illinois Municipal Code (65 ILCS 5/3.1-30-5(a)), the Mayor is authorized to appoint, subject to the advice and consent of the City Council, any and all officers necessary to carry into effect the powers conferred upon the City by the constitution and laws of the State of Illinois; and

WHEREAS, the Mayor and City Council previously exercised this grant of authority to create the office of City Administrator for the City of Crest Hill, as set forth in Title 2 (Administration and Personnel), Chapter 2.22 (City Administrator); and

WHEREAS, the Corporate Authorities of the City are empowered to amend its Code of Ordinances from time to time, as necessary to further the best interests of the City of Crest Hill and its residents; and

WHEREAS, the Corporate Authorities of the City have determined that it is in the best interests of the City and its citizens to amend the Ordinance relating to the position of City Administrator in Title 2, Chapter 22 of the City Code as set forth herein.

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

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

SECTION 2: Title 2 (Administration and Personnel), Chapter 22 (City Administrator) of the Crest Hill City Code is hereby repealed and replaced, in its entirety, with the following:

CHAPTER 22: CITY ADMINISTRATOR

Section

2.22.010 Creation of office; appointment; term

2.22.020 Qualifications: Removal

2.22.030 General Duties

2.22.040 Salary

§ 2.22.010 CREATION OF OFFICE; APPOINTMENT; TERM.

The office of City Administrator is created. The City Administrator shall be appointed by the Mayor with the advice and consent of the City Counsel for an indefinite term. The City Administrator serves at the pleasure of the Mayor and City Council. An annual job performance evaluation of the City Administrator shall be conducted by the Mayor and upon completion of the annual job performance evaluation, the Mayor shall report the completion to the City Council for input.

(Ord. 1401, passed 5-15-06)

§ 2.22.020 QUALIFICATIONS; REMOVAL.

The City Administrator shall be chosen on the basis of her or his executive and administrative qualifications, with particular reference to actual experience or knowledge of accepted practices in respect to the duties of the office. The City Administrative need not be an actual resident of the city but proximity and accessibility to the city may be an element in the selection of the City Administrator. The City Administrator may be removed from office at any time by the Mayor pursuant to 65 ILCS 5/3.1-35-10. (Ord. 1401, passed 5-15-06)

§ 2.22.030 GENERAL DUTIES.

The City Administrator shall be the Chief Administrator Office of the city, and reports to the Mayor who is the Chief Executive Officer of the city. The City Administrator is responsible to the Mayor and the City Council. The City Administrator shall be responsible for and direct the efficient and productive administrator of all city departments, under the direction of the Mayor. The duties and responsibilities of the Administrator shall include, but are not limited to the following:

- (A) The enforcement and administration of all laws, ordinances and city policies.
- (B) The direction and supervision of all city departments, as delegated by the Mayor and City Council; the Administrator has the duty and responsibility to direct and coordinate all city-wide and interdepartmental projects, programs, policies, and administrative matters which are applicable to all departments.
- (C) Facilitate the facts and evidence to the Civil Service Commission for the hiring, promotion, discipline, and discharge of any non-department head employee of the city (except Police Department employees) unless otherwise provided by the Statutes of Illinois.
- (D) Conduct the selection processes and recommend only to the Mayor the appointment, suspension, or removal of all department heads.
- (E) Conduct annual performance evaluations of all appointed department heads and other city employees who report to the City Administrator, and, in the absence of a department head due to a vacancy of that position, conduct annual performance evaluations

for that department. The City Administrator shall report the completion of the annual department head evaluations to the City Council.

- (F) Prepare the budget annually with the cooperation and assistance of other city staff and submit it to the Mayor and City Council together with a message describing the important features and be responsible for budget administration after adoption.
- (G) Recommend to the Mayor and City Council personnel policies and a standard schedule of pay for each job classification in the city service and coordinate with union negotiations and make recommendations to the Mayor and City Council.
- (H) Recommend to the Mayor and City Council adoption of such measures as may be deemed necessary or expedient for the health, safety, and welfare of the community or for the improvement of administrative services.
- (I) Responsibility for handling and following up inquiries and/or requests for public services from elected and/or appointed officials of the city as well as from the public at large.
- (J) Represent the city at any community or intergovernmental functions as may be directed by the Mayor and City Council.
- (K) The attendance at City Council meetings and committee meetings, unless excused by the Mayor, and the right to take part in the discussions at said meetings, but with no right to vote.
- (L) The production of required studies and recommendations for the improvement or change of existing or proposed city services or policies.
- (M) The City Administrator shall perform additional duties as described specifically in the city's job description for the City Administrator position or may be assigned by the Mayor and/or City Council from time to time.
- (N) The City Administrator shall have experience (including grants-in-aid) and procurement of alternate sources of financing in order to continue to provide a high level of municipal services, facilities and infrastructure in a cost-effective manner. (Ord. 1401, passed 5-15-06)

§ 2.22.040 SALARY.

The annual salary of the City Administrator shall be in an amount as fixed by the City Council.

SECTION 3: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions,

or clause or clauses.

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

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

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

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PASSED THIS 3rd DAY OF OCTOBER 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay				
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
			_	
Christine Versh	nay-Hall, Cit	ty Clerk		
APPROVED THIS 3 RD DAY OF OCTOBER	2022.			
Raymond R. Soliman, Mayor				
ATTEST:				
	3			
Christine Vershay-Hall, City Clerk				

ORDINANCE NO.

AN ORDINANCE AMENDING TITLE 2 (ADMINISTRATION AND PERSONNEL), CHAPTER 2.22 (CITY ADMINISTRATOR) OF THE CREST HILL CITY CODE

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

WHEREAS, pursuant to Section 3.1-30-5(a) of the Illinois Municipal Code (65 ILCS 5/3.1-30-5(a)), the Mayor is authorized to appoint, subject to the advice and consent of the City Council, any and all officers necessary to carry into effect the powers conferred upon the City by the constitution and laws of the State of Illinois; and

WHEREAS, the Mayor and City Council previously exercised this grant of authority to create the office of City Administrator for the City of Crest Hill, as set forth in Title 2 (Administration and Personnel), Chapter 2.22 (City Administrator); and

WHEREAS, the Corporate Authorities of the City are empowered to amend its Code of Ordinances from time to time, as necessary to further the best interests of the City of Crest Hill and its residents; and

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CHAPTER 22: CITY ADMINISTRATOR

Section

2.22.010 Creation of office; appointment; term 2.22.020 Qualifications; Removal

2.22.030 General Duties

2.22.040 Salary

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§ 2.22.010 CREATION OF OFFICE; APPOINTMENT; TERM.

The office of City Administrator is created. The City Administrator shall be appointed by the Mayor with the advice and consent of the City Counsel for an indefinite term. The City Administrator serves at the pleasure of the Mayor and City Council., who has sole discretion to unilaterally discharge the individual serving in that capacity at any time. An annual job performance evaluation of the City Administrator shall be conducted by the Mayor and upon completion of the annual job performance evaluation, the Mayor shall report the completion to the City Council for input.

(Ord. 1401, passed 5-15-06)

§ 2.22.020 QUALIFICATIONS; REMOVAL.

The City Administrator shall be chosen on the basis of her or his executive and administrative qualifications, with particular reference to actual experience or knowledge of accepted practices in respect to the duties of the his office. The City Administrative need not be an actual resident of the city but proximity and accessibility to the city may be an element in the selection of the City Administrator. The City Administrator may be removed from office at any time by the Mayor pursuant to 65 ILCS 5/3.1-35-10.

(Ord. 1401, passed 5-15-06)

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- (B) The direction and supervision of all city departments, as delegated by the Mayor and City Council; the Administrator has the duty and responsibility to direct and coordinate all city-wide and interdepartmental projects, programs, policies, and administrative matters which are applicable to all departments.
- (C) Facilitate the facts and evidence to the Civil Service Commission for the hiring, promotion, discipline, and discharge of any non-department head employee of the city (except Police Department employees) unless otherwise provided by the Statutes of Illinois.
- (D) Conduct the selection processes and recommend only to the Mayor the appointment, suspension, or removal of all department heads.
- (E) Conduct annual performance evaluations of all appointed department heads and other city employees who report to the City Administrator, and, in the absence of a

Commented [MRS1]: Based on the Memorandum submitted along with this Draft Ordinance, I am recommending that the removal section merely refer to the pertinent governing Municipal Code section department head due to a vacancy of that position, conduct annual performance evaluations for that department. The City Administrator shall report the completion of the annual department head evaluations to the City Council.

- (F) Prepare the budget annually with the cooperation and assistance of other city staff and submit it to the Mayor and City Council together with a message describing the important features and be responsible for budget administration after adoption.
- (G) Recommend to the Mayor and City Council personnel policies and a standard schedule of pay for each job classification in the city service and coordinate with union negotiations and make recommendations to the Mayor and City Council.
- (H) Recommend to the Mayor and City Council adoption of such measures as may be deemed necessary or expedient for the health, safety, and welfare of the community or for the improvement of administrative services.
- (I) Responsibility for handling and following up inquiries and/or requests for public services from elected and/or appointed officials of the city as well as from the public at large.
- (J) Represent the city at any community or intergovernmental functions as may be directed by the Mayor and City Council.
- (K) The attendance at City Council meetings and committee meetings, unless excused by the Mayor, and the right to take part in the discussions at said meetings, but with no right to vote.
- (L) The production of required studies and recommendations for the improvement or change of existing or proposed city services or policies.
- (M) The City Administrator shall perform additional duties as described specifically in the city's job description for the City Administrator position or may be assigned by the Mayor and/or City Council from time to time.
- (N) The City Administrator shall have experience (including grants-in-aid) and procurement of alternate sources of financing in order to continue to provide a high level of municipal services, facilities and infrastructure in a cost-effective manner. (Ord. 1401, passed 5-15-06)

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be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

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

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

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

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PASSED THIS 1 st DAY OF AUGUST 2022.				
	Aye	Nay	Absent	Abstain
Alderman John Vershay				
Alderman Scott Dyke Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
Christine Vershay-Hall, City Clerk				
APPROVED THIS 1 st DAY OF AUGUST 2022.				
Raymond R. Soliman, Mayor				
ATTEST:				
	X.			
Christine Vershay-Hall, City Clerk				



Agenda Memo

Crest Hill, IL

Meeting Date: October 3, 2022

Submitter: Jim Marino, City Administrator

Ed Clark, Chief of Police

Department: Administration

Agenda Item: Authorize the purchase of security cameras and associated hardware from Low

Voltage Solutions in the amount of \$20,498.00

Summary: The security system at the city center building is designed to have 93 Axis brand cameras. As I previously reported to you, each time the camera manufacturer gives us a delivery date they extend it due to supply chain issues. This is delaying installation and the police department is concerned that a continual delay may prevent all the cameras from being installed to complete construction by the time we are ready to move into the building.

Police department staff worked with Harbour and the camera installation vendor to prevent this from occurring. They have been able to secure Hanwha brand cameras that are in stock through Low Voltage Solutions. These cameras are interchangeable with the Axis cameras and can be utilized together in the same video security system.

Instead of cancelling the Axis camera order it was decided to take delivery of the original cameras when they eventually arrive. By doing this we will have cameras to install at the public works facilities. Because these facilities lack an adequate security system and cameras are hard to come by, it makes sense to secure the cameras when they are available. When the remaining Axis cameras arrive, the Hanwha cameras can be replaced with the Axis cameras in the city hall and police station and the Hanwha cameras will be installed at the public works facilities.

Recommended Council Action: Authorize the purchase of security cameras and associated hardware from Low Voltage Solutions in the amount of \$20,498.00.

Financial Impact: The cost will be covered at this time by the contingency amount built into the approved appropriation for the city center. The cost will later be transferred to the public works budget because that is where the cameras will be installed.

Funding Source: General Fund Balance

Budgeted Amount: \$0.00

Cost: \$20,498.00

Attachments: Proposal, invoice





20516 Caton Farm Road Lockport, IL 60441 Office (630) 434-9600 Fax (630) 434-9767 www.lysolutions.com

Date: July 22, 2022

Proposal# 61-17037 PR#01 r1

Project: City Of Crest Hill Cameras

Submitted By: Bob Rodriguez

We are pleased to submit the following proposal on the above referenced project.

Low Voltage Solutions will supply the following:

37	QNV-7012R	4MP Outdoor Dome Camera
1 1 1	XNV-8083R SBP-187HMW SBP-302CMBW SBP-300CMW	6MP Outdoor Dome Camera Pendant Mount Box to pendant Adaptor Pendant mount
3 3 3 2 3	XNP-6400 SBP-156HMW SBP-302CMBW SBP-302CM-06W SBP-300CMW	PTZ Camera, 8 Week Lead PTZ Pendant Box to pendant Adaptor Extension Pipe Pendant Mount

Note Box sale only Includes Shipping and Handling No tax was Included,

Total Investment

\$20,501

Labor & Material is guaranteed to be as specified, and the above work to be performed and completed in a professional workman like manner. If required, permits and fees will be at additional costs. Low Voltage Solutions, Inc. (LVS) assumes that all work can be done on regular time 7:00 am to 3:30 pm, unless otherwise stated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner will carry fire, tornado, and other necessary insurance. LVS carries general liability and Workmen's Compensation Insurance

FINANCING AVAILABLE: LVS can provide a variety of financing structures for payment of invoices. Upon written agreement between LVS and Customer, monthly or quarterly payments, deferred payments or step payments can be available through agreed financing terms. Hardware, software and other LVS services are available to bundle with agreed written financing terms.





PAYMENT TERMS: Payment must be made 30-days upon receipt of invoice for all direct end-user accounts or 1.5% Finance Charge will be ap daily until payment is received

Item 4.

Notwithstanding anything above or contained in the Contract Documents, it is understood and agreed that Contractor has the ultimate obligation to pay LVS within a reasonable time regardless of whether Contractor has received payment from the Owner. It is agreed that LVS invoices that are unpaid after 65 days will be subject to interest of 1.5% daily and/or potential work stoppage by LVS. LVS reserves the right to protect its rights under the Illinois Mechanics Lien Act.

ACCEPTANCE OF PROPOSAL #61-17037 PR#01 r1

The above prices, specifications and conditions are satisfactory and are hereby accepted. We authorize Low Voltage Solutions to do the work as specified. Payment will be made as outlined above. This proposal will remain in effect for 30 days. A purchase order authorizes LVS to proceed with the work upder the terms listed above.

H.CI Date: 7-26-2022

Signature:

Bicsi



Customer ID HARBOUR

ap@harbour-cm.com Harbour Contractors, In 23830 W Main Street Plainfield, IL 60544

Phone (815) -

Fax (815) -

Invoice #

29751

Date

09/20/2022

Page # 1

Job ID

61-17037

City of Crest Hill Camera Box Sale 23830 W. Main St

Plainfield, IL 60544

PO#

SIGNED PROPOSAL

Description		Quantity	U/M	Price	Total
Work performed at City of Crest Hil	l Camera Box			•	_
Sale					
Per Proposal #61-17037		1.00		\$20,498.00	\$20,498.00
Original Contract	20,498.00	Work Co	ompleted	to Date	20,498.00
Approved Change Orders	0.00	Less Re	Less Retentions		0.00
Current Contract	20,498.00	Net Con	npleted to	Date	20,498.00
		Less Ne	t Previou	sly Billed	0.00
Balance to Complete	0.00	Net Due	This Inv	oice	20,498.00



Agenda Memo

Crest Hill, IL

Meeting Date: October 3, 2022

Submitter: Jim Marino, City Administrator

Department: Administration

Agenda Item: Approve a resolution authorizing execution of a real estate contract for the

purchase of 2309 Caton Farm Road in the amount of \$30,000

Summary: In preparation for moving to Lake Michigan water we need a transfer station to provide adequate water pressure to the west and southwest areas of town. Strand Associates identified the vacant property at 2309 Caton Farm Road as a desirable location. Since we already own the lot to the east of 2309 Caton Farm Road, acquiring the adjoining lot would provide the space needed for the transfer station. We obtained an appraisal that values the property at \$30,000.

Our attorney Chris Spesia negotiated a real estate contract with the landowners to purchase their property for the appraised amount.

Recommended Council Action: Approve a resolution authorizing execution of a real estate contract for the purchase of 2309 Caton Farm Road in the amount of \$30,000.

Financial Impact:

Funding Source: Water & Sewer

Budgeted Amount: \$0.00

Cost: \$30,000

Attachments: Resolution, real estate contract, appraisal, Stand Associates letter

RESOLUTION NO.

A RESOLUTION AUTHORIZING A REAL ESTATE CONTRACT FOR THE PURCHASE OF CERTAIN REAL ESTATE LOCATED IN THE CITY OF CREST HILL, WILL COUNTY, STATE OF ILLINOIS (2309 Caton Farm Road, Crest Hill)

WHEREAS, the City of Crest Hill finds that it is necessary to enter into a Real Estate Contract for the purchase of land located at 2309 Caton Farm Road, Crest Hill, for the purchase price of Thirty Thousand and 00/100 (\$30,000.00) Dollars; and

WHEREAS, said real estate is currently owed by Alan J. Roncone and Sandra Roncone ("Seller"); and

WHERAES, the City will enter into a contract to acquire the real estate from Seller pursuant to the terms set forth in the Real Estate Contract attached hereto as <u>Exhibit A</u> for public purposes.

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 thereto and made a part hereof.

SECTION 2: ACCEPTANCE AND APPROVAL. The City Council hereby accepts and approves the Real Estate Contract attached hereto as Exhibit A for the purchase of land located at 2309 Caton Farm Road, Crest Hill and authorizes the Mayor to enter into said Real Estate Contract on behalf of the City of Crest Hill and to execute all documents necessary to close the purchase in accordance with the terms of the Real Estate Contract including, but not limited to, execution of all closing documents.

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

SECTION 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.

PASSED THIS DAY OF	,	2022.		
	Aye	Nay	Absent	Abstain
Alderman John Vershay				
Alderman Scott Dyke				
Alderwoman Claudia Gazal Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
	Chris	tine Vershay-	Hall, City Cl	erk
APPROVED THIS DAY OF		, 202	22.	
Raymond R. Soliman, Mayor				
ATTEST:				
ATTEST.				
Christine Vershay-Hall, City Clerk	ζ			

EXHIBIT A

Real Estate Contract



MAINSTREET ORGANIZATION OF REALTORS® VACANT LAND CONTRACT



Item 5.

[NOT TO BE USED FOR TEARDOWNS]

I	1. THE PARTIES: Buyer and Seller are hereinafter referred to as the "Parties."
2	Buyer Name(s) [PLEASE PRINT] City of Crest Hill, an Illinois Municipal Corporation
3	Seller Name(s) [PLEASE PRINT] Alan J. Roncone and Sandra Roncone
4	If Dual Agency applies, check here □ and complete Optional Paragraph 29.
6 7 8	2. THE REAL ESTATE: Real Estate shall be defined to include the Real Estate and all improvements thereon. Seller agrees to convey to Buyer or to Buyer's designated grantee, the Real Estate with the approximate lot size or acreage of per survey commonly known as: 2309 Caton Farm Road Crest Hill Illinois 60403 Address/Lot # (If applicable) City State Zip County
	Address/Lot # (If applicable) City State Zip County Permanent Index Number(s) (If available): 11-04-31-105-004
11 12 13 14 15 16 17 18 19 20 21 22 23	3. PURCHASE PRICE AND PAYMENT: The Purchase Price is \$ 30,000.00 . After the payment of Earnest Money as provided below, the balance of the Purchase Price, as adjusted by prorations, shall be paid at Closing in "Good Funds" as defined by law. a) CREDIT AT CLOSING: [IF APPLICABLE] Provided Buyer's lender permits such credit to show on the final settlement statement or lender's closing disclosure, and if not, such lesser amount as the lender permits, Seller agrees to credit \$ 0.00 to Buyer at Closing to be applied to prepaid expenses, closing costs or both. b) EARNEST MONEY: Earnest Money of \$ 1,000.00 shall be tendered to Escrowee on or before 3 Business Days after Date of Acceptance. Additional Earnest Money, if any, of \$ 0.00 shall be tendered by n/a, 20 Earnest Money shall be held in trust for the mutual benefit of the Parties by [CHECK ONE]: □ Seller's Brokerage; □ Buyer's Brokerage; ☑ As otherwise agreed by the Parties, as "Escrowee." In the event the Contract is declared null and void or is terminated, Earnest Money shall be disbursed pursuant to Paragraph 26. c) BALANCE DUE AT CLOSING: The Balance Due at Closing shall be the Purchase Price, plus or minus prorations, less Earnest Money paid, less any credits at Closing, and shall be payable in Good Funds at Closing. 4. CLOSING: Closing shall be on October 2828, 20 22, or at such time as mutually agreed upon by
25 26	the Parties in writing. Closing shall take place at the escrow office of the title insurance company, its underwriter, or its issuing agent that will issue the Owner's Policy of Title Insurance, whichever is situated nearest the Real Estate. 5. POSSESSION: Possession shall be granted to Buyer(s) at the completion of closing unless otherwise agreed in writing
28	by the parties.
	6. FINANCING: {INITIAL ONLY ONE OF THE FOLLOWING SUBPARAGRAPHS a, b, or c}
H 2 3 4 5 6 7 8 9 9	a) LOAN CONTINGENCY: Not later than forty five (45) days after Date of Acceptance or five (5) Business Days prior to the date of Closing, whichever is earlier, ("Loan Contingency Date") Buyer shall provide written evidence from Buyer's licensed lending institution confirming that Buyer has received loan approval subject only to "at close" conditions, matters of title, survey, and matters within Buyer's control for a loan as follows: CHECK ONE □ fixed; □ adjustable; CHECK ONE □ conventional; □ FHA; □ VA; □ USDA; □ other loan for % of the Purchase Price, plus private mortgage insurance (PMI), if required, with an interest rate (initial rate if an adjustable rate mortgage used) not to exceed % per annum, amortized ever not less than years. Buyer shall pay discount points not to exceed % of the loan amount. Buyer shall pay origination fee(s), closing costs charged by lender, and title company escrow closing fees. If Buyer, having applied for the loan specified above, is unable to provide such loan approval and serves Notice to Seller not later than the Loan Contingency Date, this Contract shall be null and void. If Buyer is unable to provide such written evidence not later than the date specified herein or by any extension date agreed to by the Parties, Seller shall have the
2	option of declaring this Contract terminated by giving Notice to Buyer. If prior to the Seller serving such Notice to terminate, Buyer provides written evidence of such loan approval, this Contract shall remain in full force and effect.
4 5 6 7	Upon the expiration of ten (10) Business Days after Date of Acceptance, if Buyer has failed to make a loan application and pay all fees required for such application to proceed and the appraisal to be performed, Seller shall have the option to declare this Contract terminated by giving Notice to Buyer not later than five (5) Business Days thereafter or any extension thereof agreed to by the Parties in writing.
8 9	A Party causing delay in the loan approval process shall not have the right to terminate under this subparagraph. In the event neither Party elects to declare this Contract terminated as specified above, or as otherwise agreed,

		Ite
50	then this Contract shall continue in full force and effect without any loan contingencies.	
51 52 53 54	obtains a loan approval in accordance with the terms of this subparagraph even though the loan is conditioned on the	ayer
55 56	Contract. If VA, the Funding Fee, or if FHA, the Mortgage Insurance Premium (MIP), shall be paid by Buyer.	
59 60 61 62 63 64 65	will pay at Closing, in the form of "Good Funds," the Balance Due at Closing. Buyer represents to Seller, as of the Data Offer, that Buyer has sufficient funds available to satisfy the provisions of this subparagraph. Buyer agrees to verify the ab representation upon the reasonable request of Seller and to authorize the disclosure of such financial information to Seller's attorney or Seller's broker that may be reasonably necessary to prove the availability of sufficient funds to elebuyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under this Contract, any or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfying the Balance Du	e of ler, ose. act le at
69 70 71 72 73 74 75 76 77 78 79 80	Notwithstanding such representation, Seller agrees to reasonably and promptly cooperate with Buyer so that Buyer may appear and obtain a mortgage loan or loans including but not limited to providing access to the Real Estate to satisfy Buyobligations to pay the Balance Due at Closing. Such cooperation shall include the performance in a timely manner of al Seller's pre-closing obligations under this Contract. This Contract shall NOT be contingent upon Buyer obtain financing. Buyer understands and agrees that, so long as Seller has fully complied with Seller's obligations under Contract, any act or omission outside of the control of Seller, whether intentional or not, that prevents Buyer from satisfy the Balance Due at Closing shall constitute a material breach of this Contract by Buyer. Buyer shall pay the title compescrow closing fee if Buyer obtains a mortgage; provided however, if Buyer elects to close without a mortgage loan, Parties shall share the title company escrow closing fee equally. Unless otherwise provided in Paragraph 30, this Contract	that pove eller, ose. oply er's ll of ning this ying oany the
81	shall not be contingent upon the sale and/or closing of Buyer's existing real estate.	
83 84 85	7. PRORATIONS: The requirements contained in this paragraph shall survive the Closing. Proratable items shall prorated to and including the Date of Closing and shall include without limitation, general real estate taxes, rents a deposits (if any) from tenants; Special Service Area or Special Assessment Area tax for the year of Closing only; utilit water and sewer, pre-purchased fuel; and Homeowner or Condominium Association fees (and Master/Umbra Association fees, if applicable). Accumulated reserves of a Homeowner/Condominium Association(s) are not a proratable item.	and ties, ella
87 88 89 90 91 92 93	a) The general real estate taxes shall be prorated to and including the date of Closing based on 105 % of the magnetic of the second ascertainable full year tax bill. All general real estate tax prorations shall be final as of Closing, except provided in Paragraph 23. If the amount of the most recent ascertainable full year tax bill reflects a homeown senior citizen, disabled veteran or other exemption, a senior freeze or senior deferral, then Seller has submitted or value in a timely manner all necessary documentation to the appropriate governmental entity, before or a Closing, to preserve said exemption(s). The proration shall not include exemptions to which the Seller is lawfully entitled.	t as ner, will ofter
94 95 96 97 98	b) Seller represents, if applicable, that as of Date of Acceptance Homeowner/Condominium Association(s) fees \$\frac{0.00}{0.00} \text{per n/a} \text{(and, if applicable, Master/Umbrella Association fees are} \$\frac{0.00}{0.00} \text{per n/a}). Seller agrees to pay prior to or at Closing the remaining balance of special assessments by the Association(s) confirmed prior to Date of Acceptance. c) Special Assessment Area or Special Service Area installments due after the year of Closing shall not proratable items and shall be paid by Buyer, unless otherwise provided by ordinance or statute.	any
	8. ATTORNEY REVIEW: Within five (5) Business Days after Date of Acceptance, the attorneys for the respect	tive

Seller Initials S. R. Seller Initials 60403

a) Approve this Contract; or

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b) Disapprove this Contract, which disapproval shall not be based solely upon the Purchase Price; or

- c) Propose modifications to this Contract, except for the Purchase Price, which proposal shall be conclusivery 104 105 deemed a counteroffer notwithstanding any language contained in any such proposal purporting to state the proposal 106 is not a counteroffer. If after expiration of ten (10) Business Days after Date of Acceptance written agreement has not 107 been reached by the Parties with respect to resolution of all proposed modifications, either Party may terminate this Contract by serving Notice, whereupon this Contract shall be immediately deemed terminated; or 108
- 109 d) Offer proposals specifically referring to this subparagraph d) which shall not be considered a counteroffer. Any proposal not specifically referencing this subparagraph d) shall be deemed made pursuant to subparagraph c) as a 110 111 modification. If proposals made with specific reference to this subparagraph d) are not agreed upon, neither Buyer 112 nor Seller may declare this contract null and void, and this contract shall remain in full force and effect.
- If Notice of disapproval or proposed modifications is not served within the time specified herein, the provisions of 113 this paragraph shall be deemed waived by the Parties and this Contract shall remain in full force and effect. If Notice of termination is given, said termination shall be absolute and the Contract rendered null and void upon the giving of Notice, notwithstanding any language proffered by any Party purporting to permit unilateral 117 reinstatement by withdrawal of any proposal(s).
- WAIVER OF PROFESSIONAL INSPECTIONS: [INITIAL IF APPLICABLE] 118 acknowledges the right to conduct inspections of the Real Estate and hereby waives the right to conduct any such 120 inspections of the Real Estate, and further agrees that the provisions of Paragraph 10 shall not apply.
- 10. INSPECTIONS: Seller agrees to allow Buyer's inspectors reasonable access to the property upon reasonable notice 121 and gives Buyer's inspectors permission to perform tests on the property, including invasive testing, if the inspections and 123 the tests are reasonably necessary to satisfy the contingencies in this Contract. Buyer agrees to promptly restore the property to its original condition and agrees to be responsible for any damage incurred while performing such inspections. Seller authorizes Buyer's inspectors to take soil samples which may detect environmental contamination which may be required to be reported to the appropriate governmental authorities. Buyer agrees to hold harmless and indemnify Seller from any liability for the actions of Buyer's agents and representatives while conducting such inspections and tests on the property. Notwithstanding anything to the contrary set forth in the above in this paragraph, in the event the inspection reveals that the condition of the Real Estate is unacceptable to Buyer and Buyer serves Notice to Seller 130 * WILLIAM SINCE SHAPE STATES TO THE DAY STATES THE DAY OF A CONTROL Shall be null and void. Unless specifically requested by Seller, Buyer shall not provide copies of any inspection report. * by 10/25/22
- 132 11. BUILDING AND SEWAGE PERMITS CONDITION: This Contract is subject to the condition that Buyer(s) obtain within _____ Business Days after the date of this contract, at Buyer's expense, a building permit and an acceptable 134 septic percolation test or sewage tap-on permit from the applicable governmental agency having jurisdiction over the subject Property. If Buyer(s) has properly, diligently, and promptly applied for said permits and approvals and has been 135 unable to obtain the permits within the times specified, Buyer(s) may, at Buyer's option, within one (1) business day of the time specified, serve written notice of such failure and inability to obtain the necessary permits upon Seller(s) or Seller's 137 attorney, and in such event this Contract shall become null and void and all earnest money paid by Buyer(s) shall be refunded to Buyer(s). IN THE EVENT BUYER(S) DOES NOT SERVE WRITTEN NOTICE WITHIN THE TIME SPECIFICED HEREIN, THIS PROVISION SHALL BE DEEMED WAIVED BY ALL PARTIES HERETO AND THIS CONTRACT SHALL CONTINUE IN FULL FORCE AND EFFECT.
- 12. SOIL TEST/FLOOD PLAIN CONDITION: This Contract is subject to Buyer obtaining within from date of acceptance a soil boring test and/or Flood Plain Determination at a site or sites of Buyer's choice on the Property to obtain the necessary permits from the appropriate governmental authorities for the improvement contemplated 144 by the Buyer. Such determination and tests shall be at Buyer's expense. In the event Flood plain Determination and such tests are unsatisfactory, at the option of Buyer, and upon written notice to Seller within one (1) business day of the time set forth above, this contract shall be null and void and earnest money shall be refunded to Buyer upon mutual written direction of Seller and Buyer or the escrow agent. In the event the Buyer does not serve written notice within the time specified herein, this provision shall be deemed waived by all parties hereto and this contract shall continue in full force and effect.
- 13. FLOOD INSURANCE: Buyer shall have the option to declare this Contract null and void if the Real Estate is located in a special flood hazard area. If Notice of the option to declare contract null and void is not given to Seller within ten (10) Business Days after Date of Acceptance or by the Loan Contingency Date, whichever is later, Buyer shall be deemed to have waived such option and this Contract shall remain in full force and effect. Nothing herein shall be deemed to affect any rights afforded by the Residential Real Property Disclosure Act. 154
- 14. CONDOMINIUM/COMMON INTEREST ASSOCIATIONS: /IF APPLICABLE/ The Parties agree that the terms eontained in this paragraph, which may be contrary to other terms of this Contract, shall supersede any conflicting terms. 157
 - a) Title when conveyed shall be good and merchantable, subject to terms, provisions, covenants and conditions of the

- Declaration of Condominium/Covenants, Conditions and Restrictions and all amendments; public and utility
 easements including any easements established by or implied from the Declaration of Condominium/Covenants,
 Conditions and Restrictions or amendments thereto; party wall rights and agreements; limitations and conditions
 imposed by the Condominium Property Act; installments due after the date of Closing of general assessments
 established pursuant to the Declaration of Condominium/Covenants, Conditions and Restrictions.
- b) Seller shall be responsible for all regular assessments due and levied prior to Closing and for all special assessments confirmed prior to the Date of Acceptance.
- c) Buyer has, within five (5) Business Days from the Date of Acceptance, the right to demand from Seller items as stipulated by the Illinois Condominium Property Act, if applicable, and Seller shall diligently apply for same. This Contract is subject to the condition that Seller be able to procure and provide to Buyer, a release or waiver of any option of first refusal or other pre-emptive rights of purchase created by the Declaration of Condominium/Covenants, Conditions and Restrictions.
- d) In the event the documents and information provided by Seller to Buyer disclose that the existing improvements are in violation of existing rules, regulations or other restrictions or that the terms and conditions contained within the documents would unreasonably restrict Buyer's use of the premises or would result in financial obligations unacceptable to Buyer in connection with owning the Real Estate, then Buyer may declare this Contract null and void by giving Seller written notice within five (5) Business Days after the receipt of the documents and information required by Paragraph 14 (e), listing those deficiencies which are unacceptable to Buyer. If written notice is not served within the time specified, Buyer shall be deemed to have waived this contingency, and this Contract shall remain in full force and effect.
- 178 **15. THE DEED**: Seller shall convey or cause to be conveyed to Buyer or Buyer's designated grantee good and merchantable title to the Real Estate by recordable general Warranty Deed, with release of homestead rights, (or the appropriate deed if title is in trust or in an estate), and with real estate transfer stamps to be paid by Seller (unless otherwise designated by local ordinance). Title when conveyed will be good and merchantable, subject only to: covenants, conditions, and restrictions of record, building lines and easements, if any, provided they do not interfere with the current use and enjoyment of the Real Estate; and general real estate taxes not due and payable at the time of Closing.
- 184 **16. ZONING:** Seller represents to the best of Seller's knowledge, without duty to investigate, that the Real Estate is zoned: ______
- 186 17. TITLE: At Seller's expense, Seller will deliver or cause to be delivered to Buyer or Buyer's attorney within customary time limitations and sufficiently in advance of Closing, as evidence of title in Seller or Grantor, a title commitment for an ALTA title insurance policy in the amount of the Purchase Price by a title company licensed to operate in the State of Illinois, issued on or subsequent to the Date of Acceptance, subject only to items listed in Paragraph 15 and shall cause a title policy to be issued with an effective date as of Closing. The commitment for title insurance furnished by Seller will be presumptive evidence of good and merchantable title as therein shown, subject only to the exceptions therein which are not acceptable to Buyer, then Seller shall have said exceptions or encroachments removed, or have the title insurer commit to insure against loss or damage that may be caused by such exceptions or encroachments. If Seller fails to have unpermitted exceptions waived or title insured over prior to Closing, Buyer may elect to take the title as it then is, with the right to deduct from the Purchase Price prior encumbrances of a definite or ascertainable amount. Seller shall furnish Buyer at Closing an Affidavit of Title covering the date of Closing, and shall sign any other customary forms required for issuance of an ALTA Insurance Policy.
- Buyer shall be responsible for survey.

 Buyer or Buyer's attorney a Plat of Survey that conforms to the current Minimum Standard of Practice for boundary surveys, is dated not more than six (6) months prior to the date of Closing, and is prepared by an professional land surveyor, showing any encroachments, measurements of all lot lines, all easements of record, building set back lines of record, fences, all buildings and other improvements on the Real Estate and distances therefrom to the nearest two lot appropriate state regulatory authority. The survey shall show all corners staked, flagged, or otherwise monumented. The survey shall have the following statement prominently appearing near the professional land surveyor seal and signature:

 "This professional service conforms to the current Illinois minimum standards for a boundary survey." A Mortgage Inspection, as defined, is not a boundary survey, and is not acceptable.
- 19. ESCROW CLOSING: At the election of either Party, not less than five (5) Business Days prior to the Closing, this sale shall be closed through an escrow with the lending institution or the title company in accordance with the provisions of the usual form of Deed and Money Escrow Agreement, as agreed upon between the Parties, with provisions inserted in the Escrow Agreement as may be required to conform with this Contract. The cost of the escrow shall be paid by the Party

- 213 requesting the escrow. If this transaction is a cash purchase (no mortgage is secured by Buyer), the Parties shall share the title company escrow closing fee equally.
- 215 20. DAMAGE TO REAL ESTATE OR CONDEMNATION PRIOR TO CLOSING: If prior delivery of the deed, the
- 216 Real Estate shall be destroyed or materially damaged by fire, casualty, or any other cause, or the Real Estate is taken by
- condemnation, then Buyer shall have the option of terminating this Contract and receiving a refund of earnest money or of
- accepting the Real Estate as damaged or destroyed, together with the proceeds of any insurance payable as a result of the
- destruction or damage, which proceeds Seller agrees to assign to Buyer. Seller shall not be obligated to repair or replace damaged improvements. The provisions of the Uniform Vendor and Purchaser Risk Act of the State of Illinois shall be
- applicable to this Contract, except as modified in this paragraph. 221
- 21. SELLER REPRESENTATIONS: Seller's representations contained in this paragraph shall survive the Closing. Seller represents that with respect to the Real Estate, Seller has no knowledge of, nor has Seller received any written 223
- notice from any association or governmental entity regarding: 224
- a) zoning or health code violations that have not been corrected; 225 226
- b) any pending rezoning; 227
- c) boundary line disputes;
- d) any pending condemnation or Eminent Domain proceeding; 228
- e) easements or claims of easements not shown on the public records; 229
- f) any hazardous waste on the Real Estate; 230
- g) real estate tax exemption(s) to which Seller is not lawfully entitled; or 231
- h) any improvements to the Real Estate for which the required initial and final permits were not obtained. 232
- 233 Seller further represents that:
- [INITIALS] There [CHECK ONE] \square is \square is not an unconfirmed pending special assessment affecting the Real Estate by any association or governmental entity payable by Buyer after the date of Closing. 235
- The Real Estate [CHECK ONE] \square is \square is not located within a Special Assessment Area
- 237 or Special Service Area, payments for which will not be the obligation of Seller after the year in which the Closing occurs.
- 238 All Seller representations shall be deemed re-made as of Closing. If prior to Closing Seller becomes aware of matters that
- require modification of the representations previously made in this Paragraph 21, Seller shall promptly notify Buyer. If the
- 240 matters specified in such Notice are not resolved prior to Closing, Buyer may terminate this Contract by Notice to Seller
- and this Contract shall be null and void.
- 242 22. CONDITION OF REAL ESTATE AND INSPECTION: All refuse and personal property that is not conveyed to
- 243 Buyer shall be removed from the Real Estate at Seller's expense before closing. Buyer shall have the right to inspect Real
- 244 Estate within 72 hours prior to closing to verify that the Real Estate is in substantially the same condition as of the Date of
- 245 Offer of this Contract, normal wear and tear excepted.
- 246 23. GOVERNMENTAL COMPLIANCE: The Parties agree to comply with the applicable reporting requirements of the
- 247 Internal Revenue Code and the Real Estate Settlement Procedures Act of 1974, as amended.
- 248 24. BUSINESS DAYS/HOURS: Business Days are defined as Monday through Friday, excluding Federal holidays.
- 249 Business Hours are defined as 8:00 A.M. to 6:00 P.M. Chicago time. In the event the Closing or Loan Contingency Date
- 250 described in this Contract does not fall on a Business Day, such date shall be the next Business Day.
- 251 25. ELECTRONIC OR DIGITAL SIGNATURES: Facsimile or digital signatures shall be sufficient for purposes of 252 executing, negotiating, finalizing, and amending this Contract, and delivery thereof by one of the following methods shall
- 253 be deemed delivery of this Contract containing original signature(s). An acceptable facsimile signature may be produced
- 254 by scanning an original, hand-signed document and transmitting same by electronic means. An acceptable digital
- signature may be produced by use of a qualified, established electronic security procedure mutually agreed upon by the
- 256 Parties. Transmissions of a digitally signed copy hereof shall be by an established, mutually acceptable electronic method,
- such as creating a PDF ("Portable Document Format") document incorporating the digital signature and sending same by
- 259 26. DIRECTION TO ESCROWEE: In every instance where this Contract shall be deemed null and void or if the Contract may be terminated by either Party, the following shall be deemed incorporated: "and Earnest Money refunded
- upon the joint written direction by the Parties to the Escrowee or upon an entry of an order by a court of competent jurisdiction".
- 262 In the event either Party has declared the Contract null and void or the transaction has failed to close as provided for in this Contract and if Escrowee has not received joint written direction by the Parties or such court order, the Escrowee may 264 elect to proceed as follows:
- a) Escrowee shall give written Notice to the Parties as provided for in this Contract at least fourteen (14) days prior 265

site written Notice to the Par	ties as provided fo	r in this Contr	act at least fourteen (14) days prior
Buyer Initials Address: 2309 Caton Farm Road (Page 5 of 71 A 2022 and the factor of	Crest Hill	Illinoia	AR Seller Initial SR Seller Initials

Crest Hill

Illinois

to the date of intended disbursement of Earnest Money indicating the manner in which Escrowee intends to disburse me the absence of any written objection. If no written objection is received by the date indicated in the Notice then Escrowee shall distribute the Earnest Money as indicated in the written Notice to the Parties. If any Party objects in writing to the intended disbursement of Earnest Money then Earnest Money shall be held until receipt of joint written direction from all Parties or until receipt of an order of a court of competent jurisdiction.

Escrowee may file a Suit for Interpleader and deposit any funds held into the Court for distribution after resolution of the dispute between Seller and Buyer by the Court. Escrowee may retain from the funds deposited with the Court the amount necessary to reimburse Escrowee for court costs and reasonable attorney's fees incurred due to the filing of the Interpleader. If the amount held in escrow is inadequate to reimburse Escrowee for the costs and attorney's fees, Buyer and Seller shall jointly and severally indemnify Escrowee for additional costs and fees incurred in filing the Interpleader action.

- 276 **27. NOTICE:** All Notices shall be in writing and shall be served by one Party or attorney to the other Party or attorney. Notice to any one of a multiple person Party shall be sufficient Notice to all. Notice shall be given in the following manner:
 - a) By personal delivery; or

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- b) By mailing to the addresses recited on Page 7 by regular mail and by certified mail, return receipt requested. Except as otherwise provided herein, Notice served by certified mail shall be effective on the date of mailing; or
- c) By facsimile transmission. Notice shall be effective as of date and time of facsimile transmission, provided that the Notice transmitted shall be sent on Business Days during Business Hours. In the event Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission; or
- d) By e-mail transmission if an e-mail address has been furnished by the recipient Party or the Recipient Party's attorney to the sending Party or as shown in this Contract. Notice shall be effective as of date and time of e-mail transmission, provided that in the event e-mail Notice is transmitted during non-business hours, the effective date and time of Notice is the first hour of the next Business Day after transmission. An attorney or Party may opt out of future e-mail Notice by any form of Notice provided by this Contract; or
- e) By commercial overnight delivery (e.g., FedEx). Such Notice shall be effective on the next Business Day following deposit with the overnight delivery company.
- f) If a Party fails to provide contact information herein, as required, Notice may be served upon the Party's Designated Agent in any of the manners provided above.
- g) The Party serving a Notice shall provide courtesy copies to the Parties' Designated Agents. Failure to provide such courtesy copies shall not render Notice invalid.
- 28. PERFORMANCE: Time is of the essence of this Contract. In any action with respect to this Contract, the Parties are free to pursue any legal remedies at law or in equity and the prevailing Party in litigation shall be entitled to collect reasonable attorney fees and costs from the non-prevailing Party as ordered by a court of competent jurisdiction.

99 THE FOLLOWING NUMBERED PARACRAPHS ARE A PART OF THIS CONTRACT ONLY IF INITIALED BY ALL PARTIES.

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	consented to
302	services on their behalf and specifically consent to Licensee acting as a Dual Agent with regard to the transaction referred
303	to in this Contract.
304	30. CANCELLATION OF PRIOR REAL ESTATE CONTRACT: In the event either Party has
	entered into a prior real estate contract, this Contract shall be subject to written cancellation of the prior contract on or
	before, 20 In the event the prior contract is not cancelled within the time specified, this
	Contract shall be null and void and carnest money refunded to Buyer upon written direction of the Parties to
	Escrowee. Notice to the purchaser under the prior contract should not be served until after Attorney Review and
	Professional Inspections provisions of this Contract have expired, been satisfied or waived.
310	
311	Estate by Buyer's specified party, within five (5) Business Days after the
312	Date of Acceptance. In the event Buyer's specified party does not approve of the Real Estate and written notice is given to
	Seller within the time specified, this Contract shall be null and void. If written notice is not served within the time
314	specified, this provision shall be deemed waived by the Parties and this Contract shall remain in full force and effect.

32	. ATTACH!	MENTS: The fo	llowing attachments, if any, are	hereby incorporated into th
Contract [IDENTIFY BY	<i>TITLE]</i> :			
THE PARTIES ACKNOWLEDGE TO THE COVENANT OF GOOD	E THAT THIS CO FAITH AND FAI	NTRACT SHALL BE R DEALING IMPLIE	GOVERNED BY THE LAWS OF THE STAD IN ALL ILLINOIS CONTRACTS.	ATE OF ILLINOIS AND IS SUBJEC
THIS DOCUMENT WILL BECO OR THEIR AGENTS.	ME A LEGALLY	BINDING CONTRA	CT WHEN SIGNED BY ALL PARTIES A	ND DELIVERED TO THE PARTIE
THE PARTIES REPRESENT TH VACANT LAND CONTRACT OF	AT TEXT OF THE	IIS COPYRIGHTED PRGANIZATION OF	FORM HAS NOT BEEN ALTERED AND REALTORS*.	IS IDENTICAL TO THE OFFICIA
09/26/22			09/26/22	
Date of Offer			DATE OF ACCEPTANCE	ALL THE
Buyer Signature			Seller Signature Sand	ia Roneone
Buyer Signature		WWW.	Seller Signature	
Print Buyer(s) Name(s) / REQUIRE	ED/		Alan J. Roncone and Sandra F Print Seller(s) Name(s) / REQUIRED 3 408 QUILK SITURE	Roncone ∠.∿
Address [REQUIRED]			Address [REQUIRED]	37042
City, State, Zip [REQUIRED]				AN RENCONO @ AOL, CO
Phone	E-mail		Phone	E-mail
		FOR INFO	RMATION ONLY	
N/A			N/A	
Buyer's Brokerage	MLS#	State License #	Seller's Brokerage	MLS # State License #
Address	City	Zip	Address	City Zip
Buyer's Designated Agent	MLS#	State License #	Seller's Designated Agent	MLS # State License #
Phone	Fax		Phone	Fax
E-mail			E-mail Gerald Bauer Jr., inf	o@ homeclosingatty.com
Buyer's Attorney	E-mail		Seller's Attorney 400 N. Schmidt Rd., Ste. 207	E-mail Bolingbook IL 60440
Address	•	State Zip	Address 708-687-8000	City State Zip
Phone	Fax		Phone	Fax
Mortgage Company	Phone	A CONTRACTOR OF THE PARTY OF TH	Homeowner's/Condo Association (if any)) Phone
Loan Officer	Phone/Fax		Management Co./Other Contact	Phone
Loan Officer E-mail			Management Co./Other Contact E-mail	
Illinois Real Estate License Law	requires all offe	rs be presented in a	timely manner; Buyer requests verificati	on that this offer was presented.
Seller rejection: This offer w	as presented to	Seller on	, 20 at:	
, 20) at:_	a(m./p(m	[SELLER INITIALS]	





Joliet, IL 60431 (P) 815.744.4200

Sent via e-mail March 15, 2022

Mr. Mark Siefert City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Re: Available Property

City of Crest Hill, Illinois (City)

Dear Mr. Siefert:

As you know, preliminary discussions surrounding the City's desired supply points for the purchase of Lake Michigan water had the primary supply point at the City's existing Well No. 10 water treatment plant site. To facilitate water distribution across the system, a secondary supply point was being considered at the City's property on the corner of Chestnut Street and Gaylord Road. The supply points will include a large-diameter transmission main, a 30- by 30-foot meter and control valve station, and possibly water storage and associated pump housing.

The City has brought to Strand Associates, Inc.®'s (Strand) attention that 2309 Caton Farm Road is available for purchase. Strand understands the City owns 2305 Caton Farm Road and with, the addition of the 2309 Caton Farm Road property, it is possible that this area is large enough to be used for the City's secondary supply point for the purchase of Lake Michigan water.

As the formation of the Regional Water Commission is still in a preliminary stage, it is uncertain whether the City's Gaylord Road property, or the 2300 block of Caton Farm Road, or both, could be used to house the Lake Michigan water infrastructure. However, if the City feels the purchase amount is reasonable and that the land could be resold if it goes unused, the purchase of 2309 Caton Farm Road could increase the City's available options to house this new water supply infrastructure in the near future.

Sincerely,

STRAND ASSOCIATES, INC.®

Corrina M. Mauss

REAL ESTATE APPRAISAL

2309 CATON FARM ROAD CREST HILL, ILLINOIS

PREPARED FOR
MR. CHRISTIAN G. SPESIA
SPESIA & TAYLOR
1415 BLACK ROAD
JOLIET, ILLINOIS 60435





Real Estate Appraisers & Consultants 313 N. Chicago Street Joliet, Illinois 60432 815/726-1455 Fax 815/846-3810







Joseph E. Batis, MAI, AI-GRS, R/W-AC

August 28, 2022

Mr. Christian G. Spesia SPESIA & TAYLOR 1415 Black Road Joliet, Illinois 60435

> Re: Real Estate Appraisal 2309 Caton Farm Road Crest Hill, Illinois

Tax parcel 04-31-105-004

Dear Mr. Spesia:

In accordance with your request, I have made a physical inspection on August 12, 2022, of the above-referenced property (referred to herein as "the subject property"). The purpose of the inspection was to arrive at an opinion of market value for the subject property as of August 12, 2022.

This restricted appraisal report is prepared in conformance with Standards Rule 2-2(b) of the 2020-2023 Edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP). In addition to being prepared in compliance with USPAP, this appraisal assignment has been completed in accordance with the *Code of Ethics* and *Standards of Professional Practice* of the Appraisal Institute.

I certify that I personally have no undisclosed interest, either present or contemplated, in the real estate described herein as the subject property; furthermore, neither the procurement of this appraisal assignment nor the negotiated compensation was contingent upon a predetermined opinion of value, a value opinion which advocates the client's position, or the occurrence of any subsequent event. Mr. Spesia SPESIA & TAYLOR August 28, 2022 Page 7

On behalf of EDWARD J. BATIS & ASSOCIATES, INC., I appreciate the opportunity to prepare this appraisal report for you. Please feel free to contact me if you have any questions regarding the appraisal.

Sincerely,

EDWARD J. BATIS & ASSOCIATES, INC.

Joseph E. Batis, MAI, AI-GRS, R/W-AC

General Certification Lic. #553.000493 (IL; Expires 09/23)

General Certification Lic. #2016044083 (MO; Expires 06/24)

General Certification Lic. #5660 (TN; Expires 06/23)

General Certification Lic. #4001017857 (VA; Expires 06/23) General Certification Lic. #TX 131049 G (TX; Expires 11/22)

General Certification Lic. #CGA-1027103 (AZ; Expires 07/23)

General Certification Lic. #34627 (MD; Expires 04/25)

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ADDENDA

Statement of Assumptions and Limiting Conditions Qualifications of the Appraiser



2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 1

Summary of Salient Facts

Property Type: Residential lot improved with a detached garage

Property Location: 2309 Caton Farm Road, Crest Hill, IL

Lockport Township, Will County

Tax Parcel Number: 04-31-105-004

Date of Inspection: August 12, 2022
Date of Value: August 12, 2022
Date of Report: August 28, 2022

Type of Value: Market Value Property Rights: Fee Simple Estate

Market Value Opinion: \$30,000



Summary of the Appraisal Process

The client requested an opinion of market value for the subject property. In developing the market value opinion of the subject property, I followed an orderly set of steps that has led me to the final conclusion of market value. This procedure is known as the "Appraisal Process" and is summarized in the exhibit below.

The Valuation Process

Identification of the Problem

Identify client and intended users
Identify the intended use
Identify the purpose of the assignment
Identify the effective date of the opinion
Identify the relevant characteristics of the property
Assignment conditions

Scope of Work Determination

Data Collection and Property Description

Market Area Data Subject Property Data Comparable Property Data

Data Analysis

Market Analysis Highest and Best Use Analysis

Land Value Opinion

Application of the Approaches to Value

Sales Comparison Approach Income Capitalization Approach Cost Approach

Reconciliation of Value Indications and Final Opinion of Value

Report of Defined Value



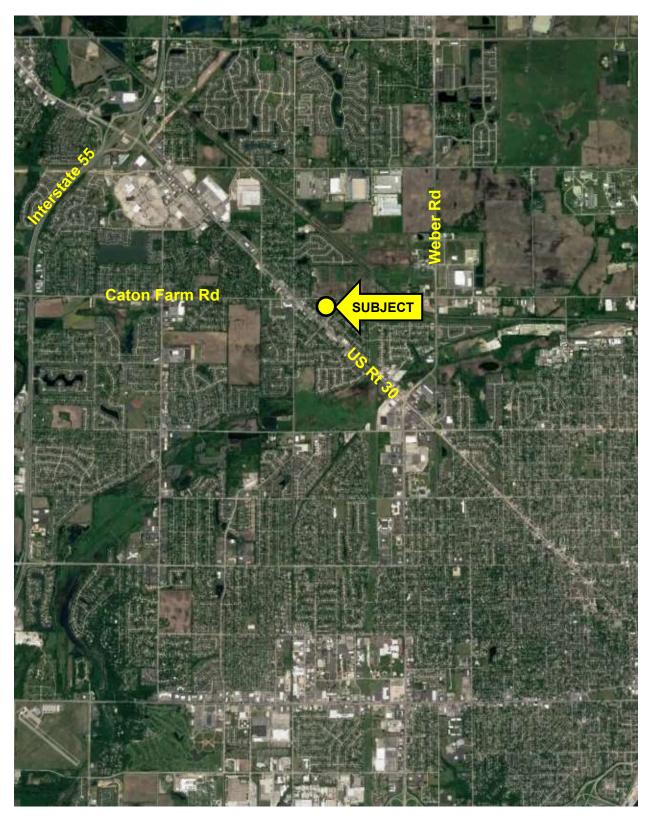
Identification of the Subject Property

The subject property consists of an approximate 7,800-square-foot residential lot that is improved with a detached garage. The subject property's common address is 2309 Caton Farm Road, Crest Hill, Illinois, placing the property in Section 31 of Lockport Township in northern Will County. Below and on the following two pages are exhibits showing the location of the subject property.



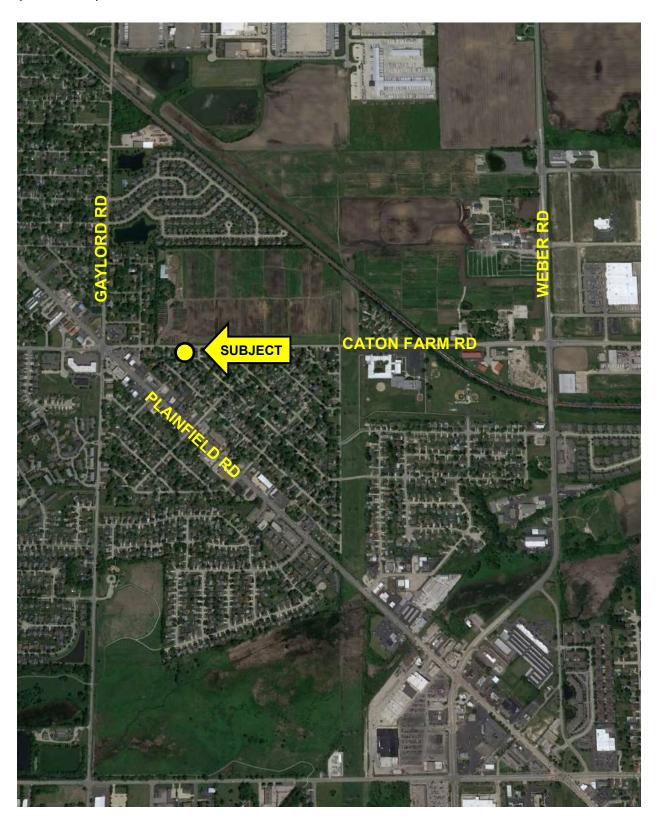


Identification of the Subject Property (Continued)





Identification of the Subject Property (Continued)



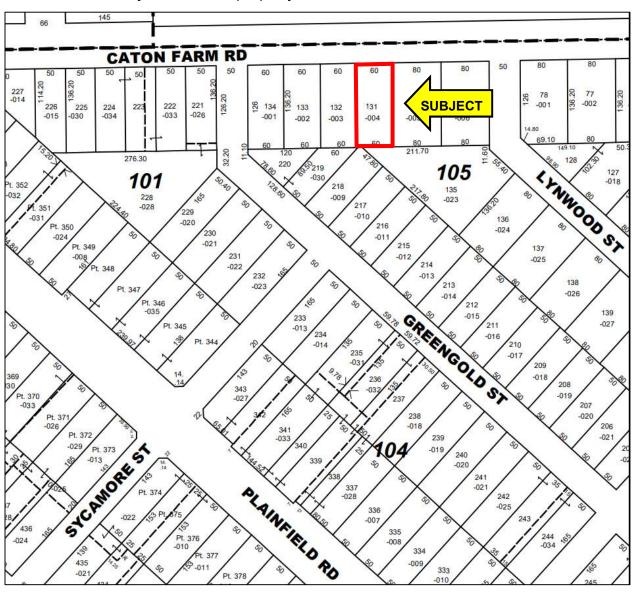


Identification of the Subject Property

(Continued)

The subject property site is a rectangular-shaped, interior, residential lot located on the south side of the Caton Farm right-of-way two blocks east of the intersection of Caton Farm Road, Gaylord Road, and U.S. Route 30 (Plainfield Road). The subject property site was improved with a detached, single-unit residence and a detached, two-car garage. The residence was damaged by a fire that occurred in November 2012 and subsequently razed. The site has 60 feet of frontage and a depth of approximately 130 feet for a total site are of approximately 7,800 square feet. The site is zoned for single-family use by the City of Crest Hill, has all utilities available, and is not located in a flood zone area.

The subject property's only existing improvement is a detached, frame construction, one-car+ garage that contains 440 square feet. The existing garage is concluded to have nominal contributory value to the property as a whole.



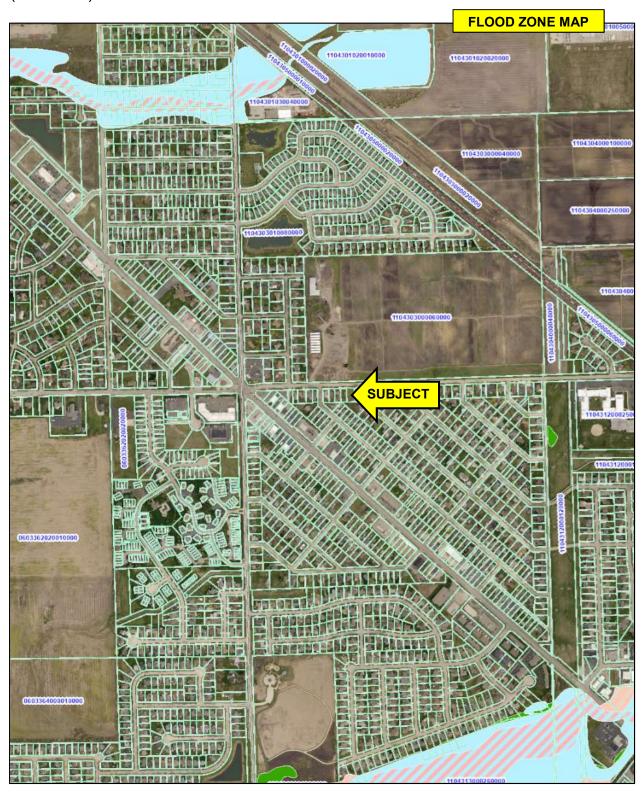


Identification of the Subject Property (Continued)





Identification of the Subject Property (Continued)

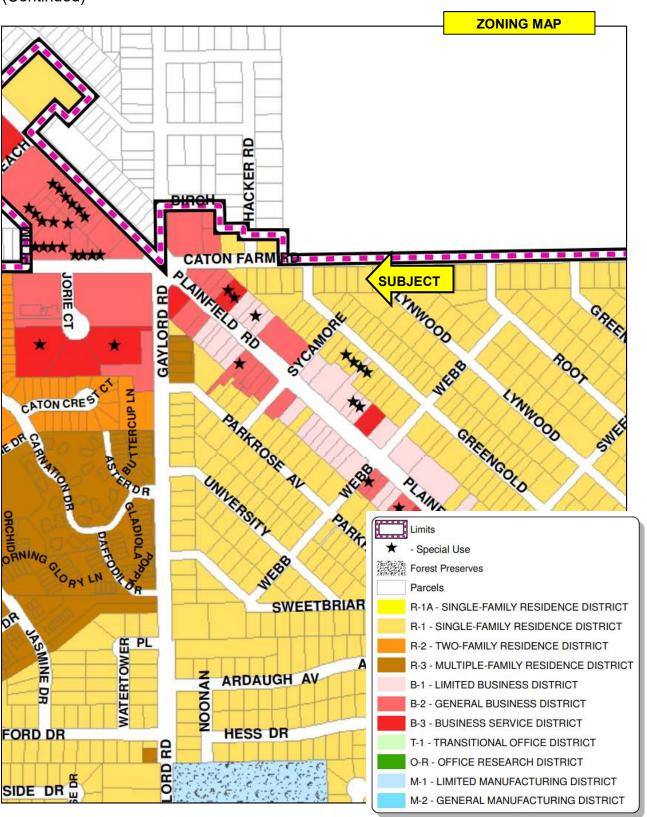




2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 9

Identification of the Subject Property

(Continued)





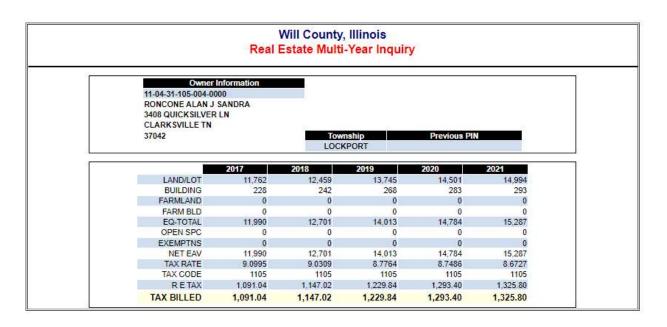
Photographs of the Subject Property

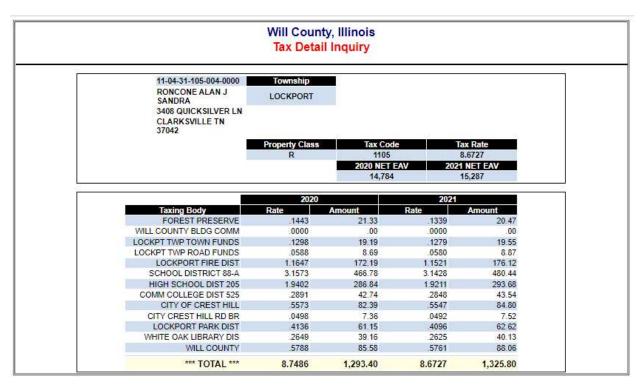






Real Estate Tax and Assessment Data







2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 12

Highest and Best Use Analysis

The beginning point in the valuation of any real estate is the determination of the property's highest and best use. Highest and Best Use is defined in the 15th Edition of *The Appraisal of Real Estate* as follows:

The reasonably probable and legal use of vacant land or an improved property that is physically possible, appropriately supported, and financially feasible and that results in the highest value.

The 15th Edition states that there are four implicit steps as part of the analysis that are applied in the following order: (1) Legally Permissible, (2) Physically Possible, (3) Financially Feasible, and (4) Maximally Productive. My analysis of the highest and best use for the subject property takes into account its physical features, the location of the property, and the prevailing market conditions.

After consideration of the local market conditions, the location of the subject property, and its physical characteristics, I have concluded the highest and best use of the site "as vacant" is for residential development with a detached, single-unit residence as permitted by the current zoning of the property. The highest and best use of the subject property "as improved" is to be improved with a detached, single-unit residence.



Purpose of the Assignment and Type of Value

The purpose of this appraisal assignment is to develop an opinion of market value for the property identified herein as the subject property. Market value is defined as:

The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress.¹

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1. Buyer and seller are typically motivated;
- 2. Both parties are well informed or well advised, and acting in what they consider their best interest;
- 3. A reasonable time is allowed for exposure in the open market:
- 4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- 5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Property Rights Appraised

The real property interest appraised is the fee simple estate, defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. ²

A fee simple estate implies absolute ownership unencumbered by any other interest or estate.

² The Appraisal of Real Estate, 15th Edition, (Chicago, Illinois: Appraisal Institute, 2020), p. 60.



¹ The Appraisal of Real Estate, 15th Edition, (Chicago, Illinois: Appraisal Institute, 2020), p. 48

2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 14

Legal Description

A legal description for the subject property was not provided for this assignment. The subject property was identified by its common address (2309 Caton Farm Road, Crest Hill, IL) and its tax parcel number (04-31-105-004).

History of the Subject Property

According to the Will County Supervisor of Assessments office, the subject property has not sold during the last five years.

General Assumptions and Limiting Conditions

In addition to any other assumptions identified herein, this appraisal assignment is prepared subject to the following.

- (1) The soils and subsoils of the subject property are assumed to be typical and adequate with regard to the property's highest and best use conclusion.
- (2) This report has not taken into consideration the possibility of the existence of any environmental hazards or substances, including but not limited to asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof.

Should the client have concern over the existence of such substances or any other hazardous items on the subject property, the appraiser considers it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof.



Hypothetical Conditions

The 2020-2023 Edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP) defines a hypothetical condition as follows:

A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

This appraisal assignment did not require any hypothetical conditions.

Extraordinary Assumptions

The 2020-2023 Edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP) defines an extraordinary assumption as follows:

An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions and conclusions.

This appraisal assignment did not require any extraordinary assumptions.

Relevant Assignment Dates

Physical inspection of property: August 12, 2022
Effective date of value: August 12, 2022
Date of report: August 28, 2022

Exposure Time and Marketing Time

The estimated marketing time of a property implicitly assumes the property would be marketed in a manner typical in the market for that particular type of property, including utilization of the normal channels of exposure; also, implicit is the assumption that the asking price would be reasonably close to the market value of the property; and, the sale terms would conform to the market value definition included herein.

Based upon the conditions which prevailed in the local market for the valuation date, I have concluded a reasonable market time for the subject property is one to three. In addition, the exposure time for the subject property is also estimated to be one to three months.



2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 16

Intended Use of the Report and Intended User of the Report

The intended user of this appraisal report is the client (Attorney Christian G. Spesia). The intended use of the appraisal report is to assist the client with internal business matters.

Scope of Work

The purpose of this appraisal assignment is to arrive at an opinion of market value for the subject property. I inspected the subject property on August 12, 2022.

As part of the appraisal process, I applied the sales comparison approach. In doing so, I collected market data pertinent to the appraisal assignment. I relied on several sources for data, including public records, subscription services, my own appraisal files, and information obtained through interviews with real estate brokers, agents, property managers, property owners, and tenants.

Due to the characteristics of the subject property, its location, and the prevailing market conditions, neither the income capitalization approach nor the cost approach are applicable.



2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 17

Valuation Approaches

Normally included within the steps of the appraisal process are the three classic approaches to a value estimate: the cost approach, the sales comparison approach and the income capitalization approach. Each of these approaches tends to independently serve as a guide to the valuation of the property with varying degrees of validity.

The cost approach gives recognition to the fact that buyers have available to them the alternative of constructing a new building when contemplating the purchase of an existing building. Thus, the cost to reproduce the property is utilized as a measure of value.

However, most properties experience varying degrees of accrued depreciation which result from physical depreciation, functional obsolescence and external obsolescence. Any of these three types of depreciation (or a combination thereof) from which the property suffers must be deducted from the estimated cost new of the improvements. The difficulty, then, in applying the cost approach is the ability of the appraiser to accurately extract or estimate the amount of depreciation the property being appraised suffers.

The sales comparison approach is based upon the theory that the value of a property is determined by the actions of buyers and sellers in the market for comparable types of property. Recognizing no two properties are identical and that properties sell at different times under different market conditions, the application of the sales comparison approach requires the appraiser to consider any differences between a respective sale and the subject property which may affect value. After the relevant differences are adjusted for, an indicated range of value results.

The theory of the sales comparison approach also realizes that buyers and sellers often have motivations that are unknown to the appraiser and difficult to quantify in the adjustment process. Therefore, while this approach has certain strengths and foundation, it must be carefully applied in order to lead the appraiser to a realistic opinion of value.

And lastly, the income capitalization approach is typically given very much consideration in the appraisal process for income-producing properties. The income capitalization approach gives recognition to the subject property's capabilities of producing an income and that investors in the real estate market will pay a specific amount of cash, or its equivalency, to receive that income, as well as the rights of ownership of the property at the end of the income period.



2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 18

Valuation Approaches

(Continued)

The income capitalization approach is applied based upon market-extracted information, most notably the income and expenses that prevail in the market for the type of property being appraised. After an appropriate estimate of income is arrived at, the income is converted to an estimate of value via a capitalization rate. The capitalization rate is also either extracted from the market or may be derived based upon a built-up method.

After the appraiser independently applies each approach to value, the three resultant value estimates are reconciled into an overall estimate of value. In the reconciliation process, the appraiser analyzes each approach with respect to its applicability to the property being appraised. Also considered in the reconciliation process is the strength and weakness of each approach with regards to supporting market data.

Regarding the valuation of the subject property parcel, I have applied the sales comparison approach. Neither the cost approach nor the income capitalization rate were applied as neither is applicable for the valuation of the subject property. Following this section is a more thorough explanation of the sales comparison approach.



Sales Comparison Approach

The sales comparison approach is an approach to value which measures the actions and activity of buyers and sellers in the market and relates those actions to the property being appraised. Also referred to as the market approach, the underlying premise of this approach to value is that no prudent purchaser will pay more for a property than the cost of acquiring an equally suitable parcel. The fundamental concept of the sales comparison approach is the principle of substitution, which is defined as:

A valuation principle that states that a prudent purchaser would pay no more for real property than the cost of acquiring an equally desirable substitute on the open market. The Principle of Substitution presumes that the purchaser will consider the alternatives available and will act rationally or prudently on the basis of the information about those alternatives, and that reasonable time is available for the decision. Substitution may assume the form of the purchase of an existing property, with the same utility, or of acquiring an investment which will produce an income stream of the same size with the same risk as that involved in the property in question.³

The 6th Edition of the Dictionary of Real Estate Appraisal defines the principle of substitution as follows:

The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

Therefore, it is essential in the application of the market approach to ascertain market data for properties which have sold and which would represent alternatives to the purchaser contemplating the acquisition of the property being appraised. No two properties are identical. Every property is unique and has certain characteristics which may or may not influence the price paid for the property.

It is the responsibility of the professional appraiser to identify which property characteristics affect value for a given property in a given market area. Furthermore, once the appraiser identifies those value-influencing characteristics or property attributes, the appraiser then must determine what effect they have on value and adjust the comparable sale properties accordingly. Based upon the market data I researched, I arrived at an opinion of value for the subject property of \$30,000 (Thirty Thousand Dollars) as of August 12, 2022. The market data I relied on in forming my opinion is retained in my work file and a summary of the sales are included on the following pages.

³ Byrl N. Boyce, Ph. D., SRPA, Real Estate Appraisal Terminology, 2n ed., (Cambridge, Mass.: Ballinger Publishing Company, 1984), p. 234.



Sales Comparison Approach

(Continued)

Sale One

Location: 321 Chaney Avenue, Crest Hill

Tax Parcel: 04-33-206-033 Sale Date: November 2021

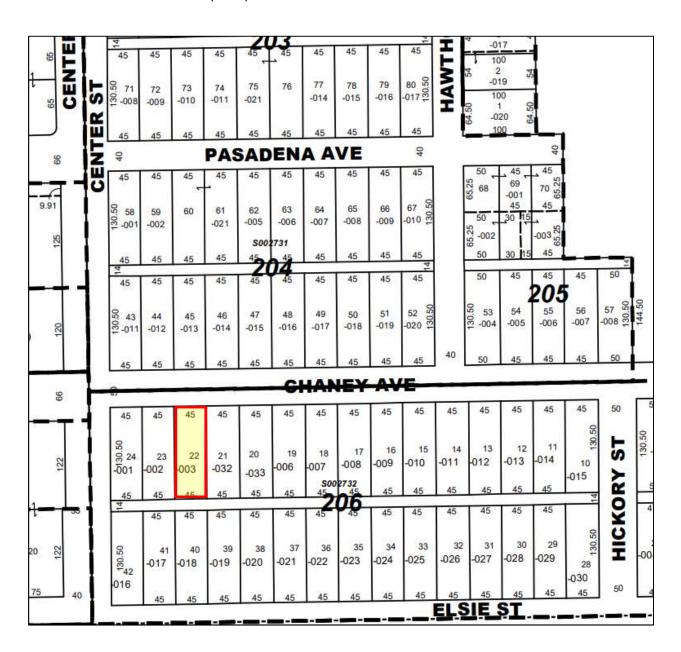
Days on Market: 176

List Price: \$22,500 reduced to \$15,000

Sale Price: \$13,000

Lot Size: 45' x 130' (5,850 square feet)

Unit Price: \$2.22 per square foot





Sales Comparison Approach

(Continued)

Sale Two

Location: 1811 Cora Street, Crest Hill

Tax Parcel: 04-33-403-016 Sale Date: September 2020

Days on Market: 47

List Price: \$36,226 reduced to \$32,900

Sale Price: \$23,000

Lot Size: 48.5' x 145' (7,033 square feet)

Unit Price: \$3.27 per square foot





2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 22

Sales Comparison Approach

(Continued)

Sale Three

Location: 1802 N. Hickory Street, Crest Hill

Tax Parcel: 04-33-405-012 Sale Date: January 2022

Days on Market: 129
List Price: \$25,900
Sale Price: \$25,000

Lot Size: 48.5' x 135' (6,547 square feet)

Unit Price: \$3.82 per square foot





Item 5.

2309 Caton Farm Road Crest Hill, IL August 28, 2022 Page 23

Final Reconciliation

The purpose of this appraisal assignment was to arrive at an opinion of market value for the property identified herein as the subject property. The effective date of value for the appraisal assignment is August 12, 2022. The sales comparison approach was applied as neither the cost approach nor the income capitalization approach are applicable.

In developing the value opinions, I relied on comparable market sales that were adjusted based upon changing market conditions, location, and physical characteristics.

Based upon my application of the sales comparison approach, my final opinion of value for the subject property as of August 12, 2022, was:

\$30,000
Thirty Thousand Dollars



Statement of Certification - Joseph E. Batis, MAI, AI-GRS, R/W-AC

I certify that, to the best of my knowledge and belief:

- -- the statements of fact contained in this report are true and correct.
- -- the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- -- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- -- I have not completed a real estate appraisal of the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- -- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- -- my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- -- my compensation for completing this assignment is not contingent upon the developing or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- -- my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice* and in conformity with the requirements of the *Code of Professional Ethics* and the *Standards of Professional Appraisal Practice* of the Appraisal Institute.
- -- I have made a personal inspection of the property that is the subject of this report.

As of the date of this report, Joseph E. Batis has completed the requirements of the continuing education program of the Appraisal Institute.

Furthermore, I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

Joseph E. Batis, MAI, R/W-AC

General Certification Lic. #553.000493 (IL; Expires 09/23)

General Certification Lic. #2016044083 (MO; Expires 06/24)

General Certification Lic. #5660 (TN; Expires 06/23)

General Certification Lic. #4001017857 (VA; Expires 06/23) General Certification Lic. #TX 131049 G (TX; Expires 11/22) General Certification Lic. #CGA-1027103 (AZ; Expires 07/23)

General Certification Lic. #34627 (MD; Expires 04/25

August 28, 2022

Date



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Statement of Assumptions and Limiting Conditions

Qualifications of the Appraiser

STATEMENT OF ASSUMPTION AND LIMITING CONDITIONS

The value herein estimated and/or other opinions presented are predicated on the following:

- No responsibility is assumed for matters of a legal nature concerning the appraised property -- especially those affecting title. It is considered that the title is marketable for purposes of this report. The legal description as used herein is assumed to be correct.
- 2. The improvement is considered to be within the lot lines (unless otherwise stated); and, except as herein noted, is presumed to be in accordance with local zoning and building ordinances. Any plots, diagrams, and drawings found herein are to facilitate and aid the reader in picturing the subject property and are not meant to be used as references in matters of survey.
- 3. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil or structure which would render it more or less valuable than otherwise comparable properties. The appraiser assumes no responsibility for such conditions or for engineering which might be required to discover such things.
- 4. Any description herein of the physical condition of improvements including, but not limited to, the heating, plumbing, and electrical systems, is based on visual inspection only, with no demonstration performed, and they are thus assumed to be in normal working condition. No liability is assumed for same, nor for the soundness of structural members for which no engineering tests were made.
- 5. The appraiser shall not be required to give testimony or appear in court by reason of this appraisal with reference to the property herein described unless prior arrangements have been made.
- 6. The distribution of total valuation in this report between land and improvements applies only under the existing program of utilization under the conditions stated. This appraisal and the allocations of land and building values should not be used as a reference for any other purpose and are invalid if used so.
- 7. That this report is to be used in its entirety and only for the purpose for which it was rendered.
- 8. Information, estimates, and opinions furnished to us and considered in this report were obtained from sources considered reliable and believed to be true and correct; however, no responsibility for guaranteed accuracy can be assumed by the appraiser.
- 9. The property is appraised as though under responsible ownership and competent management.
- 10. The report rendered herein is based upon the premise that the property is free and clear of all encumbrances, all mortgage indebtedness, special assessments, and liens--unless specifically set forth in the description of property rights appraised.
- 11. No part of this report is to be reproduced or published without the consent of its author.
- 12. The appraisal covers only the property described herein. Neither the figures therein, nor any analysis thereof, nor any unit values thereof derived, are to be construed as applicable to any other property, however similar it may be.
- 13. Neither all, nor any part, of the contents of this report, or copy thereof, shall be used for any purpose by any but the client without the previous written consent of the appraiser and/or the client; nor shall it be conveyed by any including the client to the public through advertising, public relations, news, sales, or other media, without the written consent and approval of the author--particularly as to value conclusions, the identity of the appraiser or a firm with which he is connected, or any reference to any professional society or institute or any initialed designations conferred upon the appraiser, as stated in his qualifications attached hereto.
- 14. Any cash flow calculations included in this report are developed from but one of a few alternatives of a possible series and are presented in that context only. Specific tax counsel should be sought from a C.P.A., or attorney, for confirmation that this data is the best alternative. This is advised since a change in value allocation, method or rate of depreciation or financing will have consequences in the taxable income.
- 15. This appraisal has been made in accordance with the Code of Ethics of the Appraisal Institute.
- 16. This report has not taken into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous or contaminated substances, and/or underground storage tanks (hazardous materials), or the cost of encapsulation or removal thereof. Should client have concern over the existence of such substances on the property, the appraiser considers it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof. The valuation stated herein would therefore be void, and would require further analysis to arrive at a market estimate of value.

JANUARY 2022



EMPLOYMENT

President of EDWARD J. BATIS & ASSOCIATES, INC. (Employed 1983 – Present).

PROFESSIONAL AFFILIATIONS

Member of the Appraisal Institute, MAI designation, AI-GRS designation (Member #63637)

Listed on the Appraisal Institute's *Litigation* and *Valuation of Conservation Easements* Professional Development Registries

Member of the International Right of Way Associations, R/W-AC designation (Member #7482)

Member of the American Water Works Association (AWWA) (Member #03666505)

Member of the Illinois Chapter of the National Association of Water Companies (NAWC)

Approved Instructor – Appraisal Institute

STATE – GENERAL CERTIFICATION APPRAISAL LICENSES

Illinois – Missouri – Tennessee – Virginia – Iowa – Texas – North Carolina - Arizona

GENERAL PROFESSIONAL EXPERIENCE

Real estate valuation services since 1983 for residential, agricultural commercial, industrial, and special purpose properties. Market areas include primarily Illinois and Chicago metropolitan area. Services provided throughout various Midwest states.

SPECIALIZED SERVICES AND EXPERIENCE

- Right of Way / Energy Transmission Lines / Fiber Optic Corridors / Railroad Corridors
- Power Transmission Line Corridors / Solar Energy Fields / Underground Gas Storage Fields
- Public and Investor-Owned Utility Systems (water distribution and wastewater collection)
- Valuation of Permanent and Temporary Easements
- Market Impact Studies for Corridors (Power Transmission Lines, Underground Pipelines)
 - Remainder Properties / Proposed Projects / Expansion of Infrastructure Systems

LITIGATION, ARBITRATION, AND CONSULTING SERVICES

- Expert Testimony (Federal and Circuit Courts, Commerce Commission Hearings)
- Value Dispute Resolution Services Review and Rebuttal Services
- Litigation Consultation and Support Services

DEVELOPMENT OF STATE-ACCREDITED CONTINUING EDUCATION SEMINARS

- Understanding Easements What is Being Acquired? (2003)
- Pipelines and Easements Can They Co-Exist? (2003)
- Midwest Pipeline and Corridor Easements Aren't They All the Same? (2020)
- The Valuation of Water of Wastewater Systems (2021)



EXAMPLES OF SPECIALIZED VALUATION PROJECTS AND SPECIALIZED MARKET RESEARCH ASSIGNMENTS

PRIVATE AND PUBLIC UTILITY ASSET VALUATION (2013-PRESENT)

Valuation and/or consulting services of assets of public water delivery and/or wastewater collection systems and natural gas delivery systems for acquisition and allocation purposes for the following communities (or private systems within the communities):

MANTENO, IL	PEOTONE, IL	GRANT PARK, IL	LAKEMOOR, IL
FARMINGTON, IL	MONEE, IL	COTTAGE HILLS, IL	Washington, IL
SADORUS, IL	GLENVIEW, IL	McHenry, IL	FISHER, IL
NILES, IL	PALOS HEIGHTS, IL	ALTON, IL	GRANITE CITY, IL
GODFREY, IL	GLASFORD, IL	PEVELY, MO	DeSото, MO
LAWSON, MO	ODESSA, MO	GOWER, MO	GRANT PARK, IL
SKYLINE/KANE CO., IL	Trimble, MO	BOLIVAR, MO	Eureka, MO
DIXON, IA	ANDALUSIA, IL	LEONORE, IL	Rosiclare, IL
SIDNEY, IL	JERSEYVILLE, IL	GARDEN CITY, MO	Moscow Mills, MO
WOODRIDGE, IL	BOURBONNAIS, IL	FRANKFORT, IL	LIVINGSTON, IL
WAVERLY, VA	LEON SPRINGS, TX	ORRICK, MO	STEWARTSVILLE, MO

Market Impact Studies – Solar Field Projects (2018)

Market impact studies pertaining to the proposed development of solar energy fields in several counties in the Chicago metropolitan area. Each market study included a site analysis and "before and after" analysis to determine the impact from the proposed solar projects to properties in the immediate and general market areas of the proposed facilities.

Market Study and Appraisal Review - Contamination (2018)

Appraisal review services and market data research pertaining to the impact to the market values of numerous properties resulting from the contamination of underground water sources. Litigation pending.

Market Impact Study – Contamination from Underground Leak At Nuclear Power Generating Station (2007)

Coordinated the market research, analysis, and valuation services pertaining to the impact of more than 500 properties potentially impaired by an underground leak of tritium from the Braidwood Nuclear Power Plant.



EXAMPLES OF SPECIALIZED VALUATION PROJECTS AND SPECIALIZED MARKET RESEARCH ASSIGNMENTS

ANALYSIS AND ALLOCATION OF THE CONTRIBUTORY VALUES OF MULTIPLE
 PERMANENT EASEMENTS CO-LOCATED IN A TRANSMISSION CORRIDOR

An analysis and valuation of the easement values for multiple contiguous and overlapping permanent easements within a right-of-way corridor, including gas pipeline easements, power transmission lines, public utility (water line) easements, and recreational easements.

 MANAGEMENT AND SUPERVISION OF VALUATION SERVICES FOR SIMULTANEOUS ACQUISITION OF EASEMENTS FOR MULTIPLE OIL PIPELINES (2012-2016)

Valuation and consulting services including the coordination and management of appraisal services for acquisition and condemnation hearings, Illinois Commerce Commission hearings, and appraisal review services, rebuttal report/testimony, and settlement conferences. Project involved acquisition of permanent and temporary easements for the simultaneous construction of three interstate oil transmission lines. Responsible for management of the projects' valuation services pertaining to more than 2,000 properties in 22 counties and managing the participation of 35 appraisers, consultants, and researchers involved with the project.

Interstate Natural Gas Pipeline Project (2000-2003)

Valuation and consulting services including the coordination and management of appraisal services for acquisition and condemnation hearings in federal court, appraisal review services, rebuttal report/testimony, and settlement conferences. Project involved acquisition of permanent and temporary easements for the construction of a natural gas transmission line. Responsible for management of the project's valuation services including more than 600 properties in 4 counties.

VALUATION REVIEW SERVICES OF 1,000+ MILE RAILROAD CORRIDOR In 2019, provided valuation and consulting services including the review of appraisals and consulting reports pertaining to the valuation of a 1,000+ mile fiber optic corridor within a railroad corridor extending though Virginia, North Carolina, South Carolina, Tennessee and Illinois.



MOST RECENT APPRAISAL INSTITUTE EDUCATIONAL AND INSTRUCTOR EXPERIENCE

VALUATION OF WATER AND WASTEWATER SYSTEMS
(DEVELOPER AND PRESENTER)

March 2021, Chicago, IL

BASIC APPRAISAL PROCEDURES (INSTRUCTOR)

March 2021, Chicago, IL

APPRAISAL REVIEW THEORY-GENERAL (AUDIT)

OCTOBER 2020, PITTSBURGH, PA

THE APPRAISER AS AN EXPERT WITNESS (AUDIT)

SEPTEMBER 2020, PITTSBURGH, PA

MIDWEST PIPELINE AND CORRIDOR EASEMENTS (DEVELOPER & PRESENTER)

SEPTEMBER 2020, CHICAGO, IL

VALUATION OF CONSERVATION EASEMENTS

March 2020, Ft. Lauderdale, FL

GENERAL APPRAISAL INCOME PART II
(INSTRUCTOR AUDIT)

October 2019, Chicago, IL

BASIC APPRAISAL PRINCIPLES (INSTRUCTOR)

March 2019, Chicago, IL

GENERAL INCOME APPROACH (CO-INSTRUCTOR)

February 2019, Chicago, IL

GENERAL SALES COMPARISON APPROACH (INSTRUCTOR AUDIT)

February 2019, Chicago, IL

GENERAL APPRAISER INCOME APPROACH PART I
(INSTRUCTOR AUDIT)

November 2018, Nashville, TN

GENERAL APPRAISER PROCEDURES (CO-INSTRUCTOR)

October 2018, Chicago, IL

INSTRUCTOR QUALIFYING CONFERENCE

September 2018, Chicago, IL

ADULT LEARNING - EFFECTIVE CLASSROOM LEARNING

September 2018, Online Webinar

LITIGATION APPRAISING:

SPECIALIZED TOPICS AND APPLICATIONS

July 2018, Roseville, MN

THE APPRAISER AS AN EXPERT WITNESS:

PREPARATION AND TESTIMONY

May 2018, Woburn, MA

QUANTITATIVE ANALYSIS

March 2018, Chicago, IL

NATIONAL USPAP UPDATE COURSE

February 2018, Chicago, IL

EMINENT DOMAIN AND CONDEMNATION

September 2017, Online Seminar

RATES AND RATIOS: MAKING SENSE OF

GIMS, OARS, AND DCF

September 2017, Online Seminar

NATIONAL USPAP UPDATE COURSE

May 2016, Chicago, IL

NATIONAL USPAP UPDATE COURSE

July 2015, Columbus, OH

INSTRUCTOR WEBINAR

May 2015, Online Webinar

BUSINESS PRACTICE AND ETHICS

March 2015, Online Seminar

INSTRUCTOR WEBINAR

May and October 2014, Online Webinar

GENERAL APPRAISER MARKET ANALYSIS

AND HIGHEST AND BEST USE

January 2014, Chicago, IL

INSTRUCTOR WEBINAR

April and October 2013, Online Webinar

KNOWLEDGE CENTER FOR INSTRUCTORS

October 2012, Online Webinar

CANDIDATE FOR DESIGNATION PROGRAM

July 2012, Online Webinar

NATIONAL USPAP UPDATE COURSE

June 2012, Chicago, IL

GENERAL APPRAISER INCOME APPROACH PART I

October 2011, Chicago, IL

NATIONAL USPAP UPDATE COURSE

September 2011, Chicago, IL

CONDEMNATION APPRAISING:

PRINCIPLES AND APPLICATIONS

August 2011, Chicago, IL



Agenda Memo

Crest Hill, IL

Meeting Date: | 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: Approval of Pay Request #1 from Williams Brother Construction Inc. with

direction to send it to the IEPA for approval and disbursement

Summary:

Strand and Staff have reviewed the attached pay request from Williams Brothers Construction Inc (WBCI) for the East Plant Phosphorus Project and are asking council to approve it along with the invoice in the list of bills. Staff will then submit the pay request to the IEPA. Once the City, receives the disbursement check from the IEPA the City will release the check to WBCI.

Recommended Council Action:

Approval of Pay Request #1 from Williams Brother Construction Inc. with direction to send it to the IEPA for approval and disbursement

Financial Impact: n/a

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Pay Request #1



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

September 16, 2022

Mr. Mark Siefert, Director of Public Works City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Re:

Crest Hill East Water Reclamation Facility Phosphorus Removal Upgrades

City of Crest Hill, Illinois (City)

Dear Mr. Siefert:

Enclosed are Pay Application Nos. 1 and 2, along with a Certified Payroll for the City's East Water Reclamation Facility Phosphorus Removal Upgrades project. A summary of the Contract status is shown on each enclosed Application for Payment.

For Pay Application No. 1, Williams Brothers Construction, Inc. (Contractor) is requesting a total of \$303,304.71 for the work performed as of July 31, 2022. Please refer to its breakdowns of values in the enclosed pay application. This value includes mobilization costs, bond and insurance, and general overhead and profit. Strand Associates, Inc.® (Strand) has reviewed the pay application submitted by the Contractor and recommends the Application for Payment Request in the amount of \$303,304.71.

For Pay Application No. 2, Contractor is requesting an additional total of \$286,396.55 for the work performed as of August 31, 2022. Please refer to its breakdowns of values in the enclosed pay application. This value includes material and equipment storage, general overhead and profit, project initiation and management, trailer set-up, and earthwork. Strand has reviewed the pay application submitted by the Contractor and recommends the Application for Payment Request in the amount of \$286,396.55. In combination with Pay Application No. 1, Contractor is requesting a sum of \$589,701.26.

The current total Contract amount is \$4,930,000 and there have been no change orders to date. Total work completed through August 31, 2022, is \$655,223.63. The difference between the total work completed and requested payment amount, totaling 65,522.37, is being held in retainage in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone, P.E.

Enclosures

APPLICATION FOR PAYMENT NO. 1	WBCI Invoice No 7 22 553 1
TO OWNER: City of Crest Hill 1610 Plainfield Road	
Crest Hill , Illinois 60403 FROM CONTRACTOR: Williams Brothers Construction Inc. ; From: Jacob Lee	PO Box 1366; Peoria, IL 61654 Ph 309.688.0416; Fax 309.688.0891
Engineer: Strand Associates, Inc., 910 West Wingra Drive, Madison WI Att'n: Tim Juskiewicz	53715 Ph 608.251.4843 Fax: 608.251.8655
CONTRACT FOR: General PROJECT: East Water Reclamation Facility Phosphorus Removal Upgra OWNER's Contract No. ENGINEER's Project No. For Work accomplished through the date of: July 31, 202	
Continuation Sheet is attached.	
1. Original Contract Price :	4,930,000.00
2. Net Change by Change Orders and Written Amendments	(+ or -) 0.00
3. Current contract Price (1 plus 2):	4,930,000.00
4. Total completed and stored to date:	337,005.23
5. Retainage (per agreement): a. 10% b. 10 % of Stored Material Total Retainage (Line 5a + 5b)	(33,700.52)
6. Total completed and stored to date less retainage (4 min	aus 5):
7. Less previous Application for Payments:	0.00
8. DUE THIS APPLICATION (6 MINUS 7):	303,304.71
CONTRACTOR'S Certification: The undersigned CONTRACTOR certifies that (1) all previous progress account of Work done under the Contract referred to above have been a of CONTRACTOR incurred in connection with Work covered by prior Ap through 0 inclusive; (2) title to all Work, materi listed in or covered by this Application for Payment will pass to OWNER liens, claims, security interests and encumbrances (except such as are condemnifying OWNER against any such lien, claim, security interest or end by this application for Payment is in accordance with the Contract Document defined in the Contract Documents. Dated July 31, 2022 PER, TO: July 31, 20 Required lien waivers attached. Payment of the above AMOUNT DUE THIS APPLICATION.	applied to discharge in full all obligations optications for Payments numbered 1 ials and equipment incorporated in said Work or otherwise at time of payment free and clear of all covered by Bond acceptable to OWNER ncumbrance); and (3) all Work covered ments and not defective as that term is By: CONTRACTOR By: Jacqueline Smith, Treasurer
Dated:	STRAND ASSOCIATES, INC.
	STORING TOO SOUTH ENGINEER
	BY:

CONTINU	JATION SHEET		Application No. 1 PER. TO: July 31, 2022 APPL. DATE: July 31, 2022 ARCHITECT'S PROJECT NO.:							Inches and a	
ITEM			SUPPLIER/	SCHEDULED		DMPLETED>	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
Div. #1	General Conditions			0.00					6.84%	2.22	
	Bond and Insurance		Williams Brothers Const. Inc.	200,000.00		200,000.00		200,000.00		0.00	1731-04-04-0-0
	Submittal Exchange		Williams Brothers Const. Inc.	6,000.00		6,000.00		6,000.00		0.00	
	Mobilization		Williams Brothers Const. Inc.	200,000.00		100,000.00		100,000.00		100,000.00	
	Demobilization		Williams Brothers Const. Inc.	20,000,00				0.00		20,000.00	
	General Overhead and Profit		Williams Brothers Const. Inc.	402,420.49		24,145.23		24,145.23	6%	378,275.26	2,41
Div. #2	Existing Conditions										
3	Sheet 16										
	Demolition	L	Williams Brothers Const. Inc.	36,985.00				0.00	0%	36,985.00	
	Sheet 25										
	Demolition	1	Williams Brothers Const. Inc.	34,190,00				0.00	0%	34,190.00	
	Sheet 28		Transcript District Control of Co								
	Demolition	- Ly	Williams Brothers Const. Inc.	1,970.00				0,00	0%	1,970.00	
			VYIIII BIOCICIS COIISE IIIC.	1,070.00		-					
	Sheet 29		Williams Brothers Const. Inc.	10,975.00				0.00	0%	10,975.00	
	Demolition		Williams Biothers Const. Inc.	10,575,00				0.00	0.0		
	Sheet 05-D1.01		LAPIN D. C County Law.	7,927.00	-			0.00	0%	7,927.00	1
	Site Demo	L	Williams Brothers Const. Inc.	7,927.00				0,00	0.70	1,521,00	
Div. #3	Concrete					-					
	Oxidation Ditch Str. 4000			272222				0.00	004	24 044 47	
5	Rebar		Harris	34,941.47				0.00		34,941,47	
5	Rebar	L	Mid-State	18,928.95				0.00		18,928.95	
	Walls	M	Ozinga	16,302.40				0.00		16,302.40	
3	Walls	L	Williams Brothers Const. Inc.	134,708.00				0.00		134,708.00	
	Base Slabs	M	Ozinga	11,036.55				0.00		11,036.55	
	Base Slabs	L	Williams Brothers Const. Inc.	22,017.00				0.00		22,017.00	
	Suspended Slab on Grade	М	Ozinga	1,835.40				0,00		1,835.40	
2	Suspended Slab on Grade	L	Williams Brothers Const. Inc.	21,626.00				0.00	0%	21,626.00	(
3	Chemical Phosphorus Str. 8000										
	Rebar	М	Harris	5,662.93				0.00	0%	5,662.93	1
5	Rebar		Mid-State	3,067.79				0.00	0%	3,067.79	
3	Walls	M	333 3243 - 4433 - 44	1,952.70				0.00	0%	1,952.70	
7	Walls	- 1	Williams Brothers Const. Inc.	16,628.50				0.00	0%	16,628,50	
	1254/20	M	Ozinga	2,310.35				0.00	0%	2,310.35	
3	Base Slabs	- 10.	Williams Brothers Const. Inc.	5,533.25				0.00	0%	5,533.25	
	Base Slabs	M		67.85				0.00	0%	67.85	(
	Slab on Grade-Stairs	101	Williams Brothers Const. Inc.	377.25				0.00		377.25	
ļ	Slab on Grade-Stairs	M		119.60				0.00	0%	119.60	
2	Suspended Slab on Grade	M	Ozinga Williams Brothers Const. Inc.	1,529.75				0.00		1,529.75	
3	Suspended Slab on Grade		Williams Brothers Const. Inc.	1,020.10				0.00	070	1,500,17 %	
1	Sludge Tank	12.2	l., .	11,783.05		-		0,00	0%	11,783.05	
5	Rebar	M						0.00	0%	6,383.26	
3	Rebar	L	Mid-State	6,383.26		-		0.00		7,748.70	
7	Walls	M		7,748.70					0%		
3	Walls	L	Williams Brothers Const. Inc.	36,254.00				0.00	0%	36,254.00	1
9	Base Slabs	M	Ozinga	7,530.20				0.00	0%	7,530.20	
	Base Slabs	L	Williams Brothers Const. Inc.	21,629.75				0.00	0%	21,629.75	
Div. #5	Metals									, -1 was seemed	
2	Misc. Metals	M	Pleasant Mount Welding, Inc.	11,930.00				0.00	0%	11,930.00	(
3	Misc. Metals	L	Williams Brothers Const. Inc.	1,360.00				0.00	0%	1,360.00	
1	Aluminum Handrails	M	Golden Railings	9,750.00				0.00	0%	9,750.00	
5	Aluminum Handrails	i i	Williams Brothers Const. Inc.	15,840.00				0.00	0%	15,840.00	
Div. #6	Woods and Plastics		10,000								
	Fiberglass Fabrications & Grating	NA.	Mona Composites	15,460.00			1,110.00	1,110.00	7%	14,350.00	11
7	Fiberglass Fabrications & Grating	1	Williams Brothers Const. Inc.	8,800.00				0.00	0%	8,800.00	(
3		M		45,067.00				0.00	0%	45,067.00	
9	FRP Chemical Tank FRP Chemical Tank	IVI	G.A. Rich & Sons	4,500.00				0.00		4,500.00	- 10

	ATION SHEET				Application No. APPL, DATE:	1 July 31, 2022	Contractor and the second	PER. TO: ARCHITECT'S PRO			Internation of
ITEM			SUPPLIER/	SCHEDULED		OMPLETED>	MATERIALS	TOTAL COMPL	%	BALANCE TO FINISH	RETAINAGE
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO CHRISH	600000000000000000000000000000000000000
61 Div. #9	Finishes	-									
62	Oxidation Ditch Str. 4000	NA.	RP Coatings	200.00				0.00	0%	200.00	0.
63 099100	Painting	L	RP Coatings	2,000.00				0.00	0%	2,000.00	0.
64 099100	Painting	-	RF Coatings	2,000,00				0.00	0,0	2,000,00	
65	CP Removal Building	N. 4	RP Coatings	5,000.00				0.00	0%	5,000,00	0.
66 099635	Chemical Resistant Coating	IVI	RP Coatings	10,600.00				0.00	0%	10,600.00	0.
67 099635	Chemical Resistant Coating	-	RP Coalings	10,000,00		-		0.00	070	10,000.00	
68	Sludge Pump Building Str. 23000	100	DD Continue	760.00				0.00	0%	760.00	0.
69 099100	Painting	IVI	RP Coatings RP Coatings	6,000.00				0.00	0%	6,000.00	0
70 099100	Painting	L	RP Coaungs	0,000.00				0,00	0,0	0,000.00	-
71	Sludge Storage Tank #4		55.6	200.00				0.00	0%	300.00	0.
72 099100	Painting	M	RP Coatings	300.00				0.00	0%	3,000,00	0.
73 099100	Painting	L	RP Coatings	3,000.00		-		0.00	076	3,000,00	0.
74	Diversion Structure Manhole	1		5 000 00				0.00	0%	E 000 00	0.
75 098821	Manhole Lining		RP Coatings	5,000.00				0.00		5,000.00	
76 098821	Manhole Lining	L	RP Coatings	10,000.00				0.00	0%	10,000.00	0.
77 Div. #10	Information Specialties								084	400.00	_
78	Fire Extinguishers	M	Williams Brothers Const. Inc.	120.00				0.00	0%	120,00	0.
79	Fire Extinguishers	L	Williams Brothers Const. Inc.	30.00				0.00	0%	30.00	0.
80	Plastic & Metal Signs	M	Zendavor	811.27				0.00	0%	811.27	0.
81	Plastic & Metal Signs	L	Williams Brothers Const. Inc.	90.00				0.00	0%	90,00	0.
82 Div. #13	Special Construction										
83	Prefab Chemical Phosphorus Removal Building	M	Metropolitan Pump Company	378,263.00				0.00	0%	378,263.00	0,
84	Prefab Chemical Phosphorus Removal Building	L	Williams Brothers Const. Inc.	10,500.00				0.00	0%	10,500.00	0.
85 Div. #26	Electrical		3								
86	Collection System Diversion Structure Control Panel		Energenecs	31,940.00				0.00	0%	31,940.00	0.
87	Instruments (ISO Flowmeterand Vega Puls Radar)		Energenecs	12,195.00				0.00	0%	12,195.00	0.
88	SCADA Integration Programming		Energenecs	11,035.00				0.00	0%	11,035.00	0.
89	O&M, Start Up, Training		Energenecs	6,130.00				0.00	0%	6,130.00	0.
90	Project Initiation		Concentric Integration	2,450.00				0.00	0%	2,450.00	0.
91	Project Management		Concentric Integration	40,380.00				0.00	0%	40,380.00	0.
92	Control Panel Design	1	Concentric Integration	38,300.00				0.00	0%	38,300.00	0.
93	PLC, OIT & SCADA Programming	1	Concentric Integration	40,210.00				0.00	0%	40,210.00	0.
94	O&M Drawings		Concentric Integration	4,320.00				0.00	0%	4,320.00	0.
95	Enhancement Time		Concentric Integration	37,270.00				0.00	0%	37,270.00	0.
96	Control and Instrumentation	1	Concentric Integration							0.00	0.
97	Motor Control Centers/VFDs	1	Concentric Integration	74,127.00				0.00	0%	74,127.00	0.
98	Equipment	1	Concentric Integration							0.00	0,0
99	Control Panels	1	Concentric Integration	23,144.00				0.00	0%	23,144.00	0.6
100	Instrumentation	1	Concentric Integration	13,399.00				0.00	0%	13,399.00	0.1
101	Oxidation Ditch Str. 4000	1									
102	Electrical	М	Elliot Electric	15,000.00				0.00	0%	15,000.00	0.0
103	Electrical Demo	L	Elliot Electric	2,500.00				0.00	0%	2,500.00	0.0
104	Electrical Install	Ĭ.	Elliot Electric	22,000.00				0.00	0%	22,000.00	0.0
105	Start Up	L	Elliot Electric	500.00				0.00	0%	500.00	0.0
106	Chemical Phosphorus Str. 8000	1	Lines Econic	\$00,00							
	Electrical	М	Elliot Electric	8,000.00				0.00	0%	8,000.00	0.
107 108	Electrical Install	L	Elliot Electric	9,000.00				0.00	0%	9,000.00	0.0
	Start Up	1	Elliot Electric	1,000.00				0.00	0%	1,000.00	0.
109	Start Up Sludge Pump Building Str. 23000	1	Linot Liecuio	1,000.00				0.00	0,0	1,000.00	- 0.
110		М	Elliot Electric	2,000.00		i d		0.00	0%	2,000.00	0.
111	Electrical	-	Elliot Electric	500.00				0.00	0%	500.00	0.1
112	Electrical Demo	L		3,500.00				0.00	0%	3,500.00	0.0
113	Electrical Install	+-	Elliot Electric	500.00				0.00	0%	500.00	0.0
114	Start Up	J۲	Elliot Electric	500.00		-6		0.00	076	300.00	- 0.

CONTINUA	TION SHEET				APPL, DATE:	1 July 31, 2022		PER. TO: ARCHITECT'S PRO	July 31, 2022 JECT NO.:		
ITEM NO.	DESCRIPTION		SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	*WORK CO PREV APPL	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINA
15	Sludge Storage Tank Str. 25000										
16	Electrical	M	Elliot Electric	2,000.00				0.00	0%	2,000.00	
117	Electrical Install	L	Elliot Electric	5,500.00				0.00	0%	5,500.00	
18	Electrical Labor	L	Elliot Electric	500.00				0.00	0%	500.00	
19	Structure 98										
120	Electrical	M	Elliot Electric	15,000.00				0.00	0%	15,000.00	
21	Electrical Install	L	Elliot Electric	24,000.00				0.00	0%	24,000.00	
22	Start Up	L	Elliot Electric	1,000.00				0.00	0%	1,000.00	
23	Generator	М	Elliot Electric	19,760.00				0.00	0%	19,760.00	
24	Generator	L	Elliot Electric	12,500.00				0.00	0%	12,500.00	
25	Site-Handholes	М	Elliot Electric	1,000.00				0.00	0%	1,000.00	
26	Site-Handholes	L	Elliot Electric	2,000.00				0.00	0%	2,000.00	
27	Site-Poles/Feeders	M	Elliot Electric	14,000.00		1,500.00		1,500.00	11%	12,500.00	
28	Site-Poles/Feeders	- E	Elliot Electric	23,000.00		1,500.00		1,500.00	7%	21,500.00	
		M	Elliot Electric	11,180.00				0,00	0%	11,180.00	
29	Lighting Protection	1	Elliot Electric	12,500.00				0.00	0%	12,500.00	
30	Lighting Protection	M	Elliot Electric	6,500.00				0.00	0%	6,500.00	
31	Lighting		Elliot Electric	10,000.00				0.00	0%	10,000.00	
32	Lighting	L		500.00				0.00	0%	500.00	
33	Fire Alarm	M	Elliot Electric	3,500.00				0.00	0%	3,500.00	
34	Fire Alarm	L	Elliot Electric					0.00	0%	2,500.00	
35	Arc Flash System	M	Elliot Electric	2,500.00				0.00	0%	500.00	
36	Arc Flash Labels	L	Elliot Electric	500.00		0.500.00			5%	43,500.00	
37	Supervision	L	Elliot Electric	46,000.00		2,500.00		2,500.00			
38	Misc Job Expenses	M	Elliot Electric	13,460.00				0.00	0%	13,460.00	
39	Office	L	Elliot Electric	10,000.00		250.00		250.00	3%	9,750.00	
40 Div. #31	Earthwork										
41	Mobilization, Demobilization and Supervisor	L	Concord Excavating	11,000.00				0.00	0%	11,000.00	
42	Silt Fence	L	Concord Excavating	3,000.00				0.00	0%	3,000.00	
43	Site Grading	L	Concord Excavating	43,000.00				0.00	0%	43,000.00	
44	Oxidation Ditch Excavation	L	Concord Excavating	22,000.00				0.00	0%	22,000.00	
45	Oxidation Ditch Backfill	L	Concord Excavating	27,000.00				0.00	0%	27,000.00	
46	Storage Tank Excavation	L	Concord Excavating	21,000.00				0.00	0%	21,000.00	
47	Storage Tank Backfill	L	Concord Excavating	5,000.00				0.00	0%	5,000.00	
48	Chemcial Tank Excavation	L	Concord Excavating	8,000.00				0.00	0%	8,000.00	
49	Chemcial Tank Backfill	L	Concord Excavating	5,000.00				0.00	0%	5,000.00	
50	Spoils Offsite	L	Concord Excavating	26,000.00				0.00	0%	26,000.00	
51 Div. #32	Exterior Improvements										
52	Paving	M	Glander Paving	19,000.00				0.00	0%	19,000.00	
53	Paving	L	Glander Paving	31,000.00				0.00	0%	31,000.00	
54	Sidewalks	M	Ozinga	2,976.00				0.00	0%	2,976.00	
55	Sidewalks	L	Williams Brothers Const. Inc.	4,013.00				0.00	0%	4,013.00	
56	Seeding	M/L	Williams Brothers Const. Inc.	1,200.00				0.00	0%	1,200.00	
57 Div. #33	Utilities										
58	Glass-Lied Steel Sludge Storage Tank	M	Cady Aquastore	321,000.00		L		0.00	0%	321,000.00	
59	Glass-Lied Steel Sludge Storage Tank	L	Cady Aquastore	132,000.00				0.00	0%	132,000.00	
60	Start-Up & Owner Training	1	Cady Aquastore	2,000.00				0.00	0%	2,000.00	
61	Bypass Pumping		Williams Brothers Const. Inc.	20,000.00				0.00	0%	20,000.00	
62	Overhead and Profit		G.A Rich & Sons, Inc	126,100.00				0.00	0%	126,100.00	
	Mobilization		G.A Rich & Sons, Inc	30,000.00				0.00	0%	30,000.00	
63		- 1	G.A Rich & Sons, Inc	18,000.00				0.00	0%	18,000.00	
64	Site Proc Piping PRC	L	G.A Rich & Sons, Inc	1,200.00				0.00	0%	1,200.00	
65	Site Proc Piping PRC	1	G.A Rich & Sons, Inc	15,000.00				0.00	0%	15,000.00	
66	Cutting & Capping	8.0	G.A Rich & Sons, Inc	7,000.00				0.00	0%	7,000.00	
67	Cutting & Capping	IVI		12,000.00				0.00	0%	12,000.00	
68	Site Process Piping Storm	L	G.A Rich & Sons, Inc	3,900.00				0.00	0%	3,900.00	
69	Site Process Piping Storm	M	G.A Rich & Sons, Inc					0.00	0%	13,000.00	
70	Site Valve & Material Man Hole 1&2	L	G.A Rich & Sons, Inc	13,000.00				0.00	0%	11,300.00	
71	Site Valve & Material Man Hole 1&2	M	G.A Rich & Sons, Inc	11,300.00 7,500.00				0.00	0%	7,500.00	
172	Site DIP NPW	111	G.A Rich & Sons, Inc	/ 500.00	III			1 0.001	U70	7.500.00	

CONTINU	ATION SHEET				Application No. APPL. DATE:	1 July 31, 2022	190 - 222000	PER. TO: ARCHITECT'S PROJ	July 31, 2022 IECT NO.:		
ITEM			SUPPLIER/	SCHEOULED	*WORK C	OMPLETED>	MATERIALS	TOTAL COMPL	%		RETAINAGE
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	i
174	Site DIP Domestic	L	G.A Rich & Sons, Inc	7,500.00				0.00	0%	7,500.00	0.00
175	Site DIP Domestic	М	G.A Rich & Sons, Inc	1,000.00				0.00	0%	1,000.00	
176	Site DIP Plant Inf	L	G.A Rich & Sons, Inc	15,000.00				0.00	0%	15,000.00	
177	Site DIP Plant Inf	М	G.A Rich & Sons, Inc	10,000.00				0.00	0%	10,000.00	
178	Site DIP RAS	L	G.A Rich & Sons, Inc	20,000.00				0.00	0%	20,000.00	
179	Site DIP RAS	М	G.A Rich & Sons, Inc	20,000.00				0.00	0%	20,000.00	
180	Site DIP TDSL	L	G.A Rich & Sons, Inc	40,000.00				0.00	0%	40,000.0D	0.00
181	Site DIP TDSL	М	G.A Rich & Sons, Inc	30,000.00				0.00	0%	30,000.00	
182	Site DIP SMD	L	G.A Rich & Sons, Inc	35,000.00				0.00	0%	35,000.00	
183	Site DIP SMD	М	G.A Rich & Sons, Inc	25,000.00				0.00	0%	25,000.00	0.00
184	Site DIP SMS	L	G.A Rich & Sons, Inc	35,000,00				0.00	0%	35,000.00	0.00
185	Site DIP SMS	М	G.A Rich & Sons, Inc	25,000.00				0.00	0%	25,000.00	0.00
186	Site DIP Drain Lines	L	G.A Rich & Sons, Inc	50,000.00				0.00	0%	50,000.00	0.00
187	Site DIP Drain Lines	М	G.A Rich & Sons, Inc	25,000.00				0.00	0%	25,000.00	0.00
188 Div. #40	Process Interconnections										
189	Oxidation Ditch bldg 4000										
190	Sluice Gate 20" Opening	М	RW Gate	17,990.00				0.00	0%	17,990.00	0.00
191	Sluice Gate 20" Opening	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
192	Start-Up & Owner Training	L	RW Gate	840.00				0.00	0%	840.00	0.00
193	Sluice Gate 16" Opening	М	RW Gate	16,590.00	1			0.00	0%	16,590.00	0.00
194	Sluice Gate 16" Opening	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0,00
195	Start-Up & Owner Training	L	RW Gate	840.00				0.00	0%	840.00	0.00
196	Weir Gate	М	RW Gate	13,530.00				0.00	0%	13,530.00	0.00
197	Weir Gate	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
198	Start-Up & Owner Training	L	RW Gate	840.00				0,00	0%	840.00	0.00
199	Process Valves	L	G.A Rich & Sons, Inc	15,000.00				0,00	0%	15,000.00	0,00
200	Process Valves	М	G.A Rich & Sons, Inc	50,000.00				0.00	0%	50,000.00	0,00

CONTINUA	TION SHEET			Application No. APPL, DATE:	1 July 31, 2022		PER. TO: ARCHITECT'S PRO			
ITEM		SUPPLIER/	SCHEDULED		OMPLETED>	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
NO.	DESCRIPTION	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
201	Diversion Structure									
202	Sluice Gate	M RW Gate	18,300.00				0,00	0%	18,300.00	
203	Sluice Gate	L Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	
204	Start-Up & Owner Training	L RW Gate	840.00				0.00	0%	840.00	
205	Slide Gate	M RW Gate	18,080.00				0.00	0%	18,080.00	
206	Slide Gate	L Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	
207	Start-Up & Owner Training	L RW Gate	840.00				0.00	0%	840.00	
208	Portable Operator	M RW Gate	4,400.00				0.00	0%	4,400.00	
209	Valves	M LAI	206,502.54				0.00	0%	206,502.54	
210	Valves	L G.A Rich & Sons, Inc	11,000.00				0,00	0%	11,000.00	0.0
211	Chemical Building Str. 8000									
212	Process Valves	L G.A Rich & Sons, Inc	13,500.00				0.00	0%	13,500.00	
213	Process Valves	M G.A Rich & Sons, Inc	10,300.00)			0.00	0%	10,300.00	0.00
214	Sludge Pump Building Str. 23000									
215	Process Valves	L G.A Rich & Sons, Inc	39,000.00				0.00	0%	39,000.00	0.00
216	Process Valves	M G.A Rich & Sons, Inc	70,000.00				0.00	0%	70,000.00	0.00
217	Sludge Storage Tank Str. 25000									
218	Process Valves	L G.A Rich & Sons, Inc	38,000.00				0.00	0%	38,000,00	0.00
219	Process Valves	M G.A Rich & Sons, Inc	111,000,00				0,00	0%	111,000.00	0.00
	Material Processing and Handling Equipment	W CS (North & Corte; inc	111,000,00							
220 <i>Div. #41</i>	Davit Crane	M Xylem	15,782.31				0.00	0%	15,782.31	0.00
	Davit Crane Davit Crane	L Williams Brothers Const. Inc.	1,320.00				0.00	0%	1,320.00	
222			1,020.00				0.00		1,020.00	
223 Div. #43	Process Gas and Liquid Handling, Purification, and Storage	M Boerger	86,795.00		t		0.00	0%	86,795.00	0.00
224	Sludge Loading Pump	L G.A Rich & Sons, Inc	2,200.00				0.00	0%	2,200.00	
225	Sludge Loading Pump		2,000.00				0.00	0%	2,000,00	
226	Start-Up & Owner Training	M Boerger	2,000.00	,			0.00	0.76	2,000,00	0.00
227 Div. #46	Water and Wastewater Equipment		04 500 00				0.00	0%	64,500.00	0.00
228	Chemical Phosphorus Removal Equipment	M Drydon	64,500.00				0.00	0%	7,000.00	
229	Chemical Phosphorus Removal Equipment	L G.A Rich & Sons, Inc	7,000.00				0.00	0%	1,000.00	
230	Start-Up & Owner Training	Drydon	1,000.00							
231	Project Inspection and Coordination	Perterson and Matz	30,000,00				0.00	0% 0%	30,000.00 62,000.00	0.00
232	Sludge Storage Mixing Systems	M Evoqua	62,000.00		ļ		0.00	0%	4,000.00	
233	Sludge Storage Mixing Systems	L G.A Rich & Sons, Inc	4,000.00 9,380.00				0.00	0%	9,380.00	0.00
234	Start-Up & Owner Training	Evoqua					0.00	0%	34,794.89	0.00
235	Internal Recycle Pump	M Xylem	34,794.89		-		0.00			0.00
236	Internal Recycle Pump	L G.A Rich & Sons, Inc	2,800.00					0%	2,800.00	
237	Start-Up & Owner Training	Xylem	2,139.00				0.00	0%	2,139.00	0.00
238	Submersible Mixers	M Xylem	84,876.34				0.00	0%	84,876.34	0.00
239	Submersible Mixers	L G.A Rich & Sons, Inc	3,000.00				0.00	0%	3,000.00	0.00
240	Start-Up & Owner Training	Xylem	2,840.00				0.00	0%	2,840.00	0.00
241	Anchor Bolts	M Xylem	1,538.46				0.00	0%	1,538.46	0.00
242	Freight	Xylem	6,029.00				0.00	0%	6,029.00	0.00
243										
244	Unit Prices									
245 312300	Unsuitable Foundation Material for Structures	550 CY x \$70	38,500.00				0.00	0%	38,500.00	0.00
246 312300	Unsuitable Foundation Material for Utility Trenches		1,400.00				0.00	0%	1,400.00	0.00
247 312300	3 Removal of Non-CCDD Material	20 Tons x \$50	1,000.00				0.00	0%	1,000.00	0.00
248 312316.26	4 Rock Excavation for Structures and Roads	30 CY x \$120	3,600.00				0.00	0%	3,600.00	0.00
249 312316.26	5 Rock Excavation for Utility and Trenches	40 CY x \$120	4,800.00				0.00	0%	4,800.00	0.00
250										
251										
252										
253										
254	Totals		4,930,000.00	0.00	335,895.23	1,110.00	337,005.23	6.84%	4,592,994.77	33,700-52

	CONTINUATION SI	HEET			· pp.			PER. TO: ARCHITECT'S PRO	July 31, 2022 JECT NO.:	- 200	
	ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR		*WORK COM	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
255		Change Orders									
256									0%	0.00	0,0
257									0%	0.00	0,0
258									0%	0.00	0.0
259									0%	0.00	0.0
260									0%	0.00	0.0
261									0%	0.00	0.0
262										0%	0.0
263			Total Change Orders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
264			TOTAL REVISED CONTRACT AMO	4,930,000.00	0.00	335,895.23	1,110.00	337,005.23	0.07	4,592,994.77	33,700.52

	CONTINUATION S	SHEET			Application No. APPL. DATE:	1 July 31, 2022		PER. TO: ARCHITECT'S PRO	July 31, 2022 JECT NO.:		
- 18	ITEM	1001400	SUPPLIER/	SCHEOULED	*WORK CO	MPLETED>	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
	NO.	DESCRIPTION	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
265											
266		Summary by Subcontract				0.00		2.00	201	22 705 22	- 0
267			Boerger LLC	88,795.00		0.00	0.00	0.00	0%	88,795.00	0.0
268			Cady Aquastore	455,000.00		0.00	0.00	0.00	0%	455,000.00	0.0
269			Concord Excavating	171,000.00		0.00	0.00	0.00	0%	171,000.00	0.0
270			Concentric Integration	273,600.00	0,00	0.00	0,00	0.00	0%	237,057.00	0,0
271			Drydon Equipment Inc.	64,500.00	0.00	0.00	0.00	0.00	0%	64,500.00	0.0
272			Ellitott Electric, Inc	301,400.00	0.00	5,750.00	0.00	5,750.00	0%	295,650.00	575.0
273			Energenecs	61,300.00		0.00	0.00	0.00	0%	61,300.00	0.0
274			Evoqua Water Technologies	62,000.00	0,00	0.00	0.00	0.00	0%	62,000.00	0.0
275			Glander Paving Co.	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.0
276			Golden Railing	9,750.00	0.00	0.00	0.00	0.00	0%	9,750.00	0.0
277		11	Harris Rebar	52,387.45	0.00	0.00	0.00	0.00	0%	52,387.45	0.0
278			LAI, Ltd.	206,502.54	0.00	0.00	0.00	0.00	0%	206,502.54	0.0
279			Metropolitan Pump Co.	378,263.00	0.00		0.00	0.00	0%	378,263.00	0.0
280			Mid-State Steel Co. Inc	28,380.00	0.00	0.00	0.00	0.00	0%	28,380.00	0.0
281			Mona Composite	15,460.00	0.00	0.00	1,110.00	1,110.00	0%	14,350.00	111.0
282			Ozinga Bros, Inc	51,879.75	0.00	0.00	0.00	0.00	0%	51,879.75	0.0
283			Peterson & Matz, Inc	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.0
284			Plas-Tanks Industries Inc.	45,067.00	0.00	0.00	0.00	0.00	0%	45,067.00	0,0
285			Pleasant Mount Welding, Inc	11,930.00	0.00	0.00	0.00	0.00	0%	11,930.00	0.0
286			G.A. Rich & Sons, Inc.	966,800.00	0.00	0.00	0.00	0.00	0%	966,800.00	0.0
287			RP Coatings	42,860.00	0.00	0.00	0.00	0.00	0%	42,860.00	0.0
288			RW Gate Company	93,090.00	0.00	0.00	0.00	0.00	0%	93,090.00	0.0
289		11	Xylem Water Solutions	148,000.00	0.00	0.00	0.00	0.00	0%	148,000.00	0.0
290			Zendaver Signs	811.27	0.00	0.00	0.00	0.00	0%	811.27	0.0
291			Williams Brothers Construction	1,322,035.26	0.00	330,145.23	0,00	330,145.23	0%	1,028,433.03	33,014.5
292		Totals	Trimatic Bratisis Salled date	4.930.000.00	0.00	335,895,23	1,110,00	337,005.23	6.84%	4,592,994.77	33,700.5

	Partial	WAIVER	OF L	IEN
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Application No.

STATE OF ILLINOIS}

PEORIA COUNTY }

July 31, 2022

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by

City of Crest Hill to furnish labor and/or material for the building known as:

East Water Reclamation Facility Phosphorus Removal Upgrades

Situated on Lot:

2250 North Broadway Street

Crest Hill, IL 60403

in the City of Crest Hill, County of Will and State of Illinois.

NOW, THEREFORE, KNOW YE, That the undersigned, for and in consideration of

Three Hundred Three

Thousand Three Hundred Four and 71/100

\$303,304.71

Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim or right of lien on said above described building and premises under "An Act to Revise the Law in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903 together with all amendments thereto and all the lien laws of the State of Illinois on account of labor or materials, or both, furnished by the undersigned to or on account of the said City of Crest Hill for said building through July 31, 2022

GIVEN under our hands and sealed this day and year first above written.

Subscribed and sworn to before me this date

"OFFICIAL SEAL" JACOB K. LEE

Notary Public, State of Illinois My Commission Expires 06-15-2025 WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

By:



5802 Parkersburg Drive Houston, TX 77036 USA

Invoice



Date	Invoice #
7/7/2022	3179
Rep	HOU

Bill To								
Williams Brothers Construct Attn: Joe Heck P.O.Box 1366 Peoria, IL 61654 USA	ion Inc.							
S.O. No. P.O. No.								
3342 3197-553								

Ship To							
Crest Hill East WRF c/o Williams Brothers Construction Attn: Bill Rutledge (309-210-5589) 2250 North Broadway Street Crest Hill, IL 60403 USA							
Terms Due Date							
Net 30 8/6/2022							

Item	Description	Quantity	Backordered	Amount
E3342	Utilizing 2" x 1.5" x 1/4" FRP Embed Resin is VEFR Color is DARK GRAY	1	0	985.00
S&H	Ship (9) 5' - 0" long sticks E3342 S&H Shipped: 07/07/2022 Carrier: UPS Tracking#: 1Z8R8W170399409927	Ť.	0	125.00 Line 57

Total \$1,110.00

Phone #	Fax#	E-mail	Web Site	
832-831-9828	832-831-9829	sales@monacomposites.com	www.monacomposites.com	



0

Case #: 22-CTP-091489

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Dol.certifledpayroll@fillinois.gov • Priorie: (312) 795-3000
CERTIFIED	TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
2/24/2022 to 3/2/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone
(

0

Employee Details												
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
	G-G	Gender	V-Vetera	an	J-Joi	urneyman	-	F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

	Work Classification																
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	P	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	47.40	0.00	0.00	189.60	1050.63	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



Case #: 22-CTP-091490

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

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	Doi.certifledpayroff@fillflois.gov
CERTIFIED	TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/3/2022 to 3/9/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone
0	0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
JASON RUTLEDGE	9690	CARPENTE R J	1212 TILTON PARK DR	ROCHELL E IL 61068	white	NHL	m	No	Yes	No	No	8159705351
	G-G	ender	V-Vetera	an	J-Jo	ımeyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino H L- Hispanic or Latino

								1	Work Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbi Tim Wage	Gross	Net	No Work
CORY JHAMME RSTEIN	Р	6.00	1.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	0.00	47.40	0.00	0.00	331.80	1458.19	
	NΡ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	14.96	•	Healt	h	7.25		Vacation	0.00		Training	0.80				
JASON RUTLEDG E	Р	2.00	1.00	0.00	1.00	2.00	0.00	0.00	6.00	0.00	0.00	55.50	0.00	0.00	333.00	1479.41	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	19.15	***	Healt	h	9.20		Vacation	0.00		Training	0.63				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



Case #: 22-CTP-091492

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIE	O TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/10/2022 to 3/16/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
000	
Primary Phone	Secondary Phone
0	0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR		white	NHL	m	No	Yes	Yes	No	8155572759

G-Gender V-Veteran J-Journeyman F-Foreman A-Apprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

								1	Work Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	3.50	8.00	5.50	0.00	8.00	0.00	0.00	25.00	0.00	0.00	47.40	0.00	0.00	1185.00	1458.19	
	NΡ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80		79		-

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



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Case #: 22-CTP-091494

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIED TRA	NSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/17/2022 to 3/23/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
Contra	ctor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
Pu	blic Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone

0

				Employe	e Deta	ils							
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber	
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759	
	G-Gender		V-Vetera	J-Journeyman			F-Foreman				A-Apprentice		

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

									Work Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	8.00	0.00	8.00	8.00	8.00	0.00	0.00	32.00	0.00	0.00	47.40	0.00	0.00	1516.80	1186.49	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



Case #: 22-CTP-187241

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

ol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600					
ANSCRIPT OF PAYROLL FORM					
PAY PERIOD					
Project Location					
2250 N BROADWAY ST					
CREST HILL IL 60403					
State Capital Funds					
No					
ractor and/or Subcontractor					
Contractor Location					
PO BOX 1366					
PEORIA IL 61654					
Secondary Email					
0					
Secondary Phone					
Public Body Information					
Public Body Address					
2250 N BROADWAY ST					
CREST HILL IL 60403					
Secondary Phone					

0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
WAYNE RLINDSEY	7184	OPR ENG/GR 1	6810 HILLCREST DR	CRYSTAL LAKE IL 60012	white	NHL	m	No	Yes	No	No	8152199359
WILIVALDO PANTOJA	2464	LABORER J	508 FRANCIS ST	JOLIET IL 60432	other	HL	m	No	Yes	No	No	8157194780
	G-G	Sender	V-Vetera	an	J-Jo	urneyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

							H OV	1	Nork Cl	assifica	ition	Y					
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	48.90	0.00	0.00	146.70	1431.11	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				
WAYNE RLINDSE Y	P	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	55.10	0.00	0.00	440.80	998.29	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	18.60		Healt	h	21.40		Vacation	2.00		Training	2.40		•		
WILIVAL DO PANTOJA	Р	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	47.40	0.00	0.00	142.20	1328.46	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

Sep 02, 2022



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Case #: 22-CTP-187242

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Dol.certifiedpayroll@llinois.gov • Phone: (312) 793-3600
CERTIFIED	TRANSCRIPT OF PAYROLL FORM
	PAY PERIOD
Payroll Date	Project Location
7/21/2022 to 7/27/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone

				Employe	e Deta	ils	SIP.					
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
WILIVALDO PANTOJA	2464	LABORER J	508 FRANCIS ST	JOLIET IL 60432	other	HL	m	No	Yes	No	No	8157194780
	G-G	ender	V-Veter	an	J-Jo	urneyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino H L- Hispanic or Latino

	100							1	Nork Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Work
WILIVAL DO PANTOJA	Р	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	0.00	47.40	0.00	0.00	94.80	1260.54	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80	·			

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

Sep 02, 2022



Case #: 22-CTP-187243

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

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	Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600				
CERTIFIE	D TRANSCRIPT OF PAYROLL FORM				
	PAY PERIOD				
Payroll Date	Project Location				
8/4/2022 to 8/10/2022	2250 N BROADWAY ST				
Contractor Number Or FEIN	CREST HILL IL 60403				
370971367					
Project Number or Name	State Capital Funds				
Crest Hill	No				
Agency					
Not a State Agency					
	Contractor and/or Subcontractor				
Company Name	Contractor Location				
Williams Brothers Construction	PO BOX 1366				
Contact Name	PEORIA IL 61654				
Jackie M Smith					
Primary Email	Secondary Email				
cp@wbci.us	0				
Primary Phone	Secondary Phone				
3096880416					
	Public Body Information				
Public Body Name	Public Body Address				
Crest Hill	2250 N BROADWAY ST				
Contact Name	CREST HILL IL 60403				
0 0 0					
Primary Phone	Secondary Phone				
0	0				

	医基础的			Employe	e Deta	ils						A STATE OF	
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe	
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759	
G-Gender			V-Vetera	J-Journeyman			F-Foreman				A-Apprentice		

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

Work Classification																	
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor
CORY JHAMME RSTEIN	Р	0.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	48.90	0.00	0.00	97.80	1501.18	
3	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96	^	Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

Sep 02, 2022



Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: Approval of Pay Request #2 from Williams Brother Construction Inc. with

direction to send it to the IEPA for approval and disbursement

Summary:

Strand and Staff have reviewed the attached pay request from Williams Brothers Construction Inc (WBCI) for the East Plant Phosphorus Project and are asking council to approve it along with the invoice in the list of bills. Staff will then submit the pay request to the IEPA. Once the City, receives the disbursement check from the IEPA the City will release the check to WBCI.

Recommended Council Action:

Approval of Pay Request #2 from Williams Brother Construction Inc. with direction to send it to the IEPA for approval and disbursement

Financial Impact: n/a

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Pay Request #1



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

September 16, 2022

Mr. Mark Siefert, Director of Public Works City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Re:

Crest Hill East Water Reclamation Facility Phosphorus Removal Upgrades

City of Crest Hill, Illinois (City)

Dear Mr. Siefert:

Enclosed are Pay Application Nos. 1 and 2, along with a Certified Payroll for the City's East Water Reclamation Facility Phosphorus Removal Upgrades project. A summary of the Contract status is shown on each enclosed Application for Payment.

For Pay Application No. 1, Williams Brothers Construction, Inc. (Contractor) is requesting a total of \$303,304.71 for the work performed as of July 31, 2022. Please refer to its breakdowns of values in the enclosed pay application. This value includes mobilization costs, bond and insurance, and general overhead and profit. Strand Associates, Inc.® (Strand) has reviewed the pay application submitted by the Contractor and recommends the Application for Payment Request in the amount of \$303,304.71.

For Pay Application No. 2, Contractor is requesting an additional total of \$286,396.55 for the work performed as of August 31, 2022. Please refer to its breakdowns of values in the enclosed pay application. This value includes material and equipment storage, general overhead and profit, project initiation and management, trailer set-up, and earthwork. Strand has reviewed the pay application submitted by the Contractor and recommends the Application for Payment Request in the amount of \$286,396.55. In combination with Pay Application No. 1, Contractor is requesting a sum of \$589,701.26.

The current total Contract amount is \$4,930,000 and there have been no change orders to date. Total work completed through August 31, 2022, is \$655,223.63. The difference between the total work completed and requested payment amount, totaling 65,522.37, is being held in retainage in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.®

Dominic L. Gattone, P.E.

Enclosures

APPLICATION FOR PA	AYMENT NO. 2	WBCI Invoice No 7 22 553	12
O OWNER: City of Crest Hill 610 Plainfield Road			
Crest Hill , Illinois 60403 FROM CONTRACTOR:	Williams Brothers Construction Inc. ; PO Be From: Jacob Lee	ox 1366; Peoria, IL 61654 Ph 309.688.0416; Fax 309.688.0891	
Engineer: Strand Associates, Inc.	, 910 West Wingra Drive, Madison WI 53715 Att'n: Tim Juskiewicz	5 Ph 608.251.4843 Fax: 608.251.8655	
CONTRACT FOR: General PROJECT: East Water Reclamati DWNER's Contract No. For Work accomplished through ti	on Facility Phosphorus Removal Upgrades ENGINEER's Project No. he date of: July 31, 2022		
Continuation Sheet is attached.			
1. Original Contract Price :		enter two weeks to the father	4,930,000.00
2. Net Change by Change C	Orders and Written Amendments (+ or	-)	0.00
3. Current contract Price (1	plus 2):	THE POSSESS FROM THE POSSESS FOR	4,930,000.00
4. Total completed and store	ed to date:	3 (2000) 30000000	655,223.63
b. 10 % of Stored Materia		(65,522.36)	(65,522.36)
6. Total completed and stor	red to date less retainage (4 minus 5)):	589,701.26
7. Less previous Application (Line 6 from prior Certifi	•		(303,304.71)
8. DUE THIS APPLICATIO	N (6 MINUS 7):		286,396.55
account of Work done under the of CONTRACTOR incurred in conthrough listed in or covered by this Applications, claims, security interests are indemnifying OWNER against an	t certifies that (1) all previous progress payme Contract referred to above have been applied nection with Work covered by prior Application 1 inclusive; (2) title to all Work, materials and ation for Payment will pass to OWNER at time and encumbrances (except such as are covered y such lien, claim, security interest or encumbin accordance with the Contract Documents a	to discharge in full all obligations ons for Payments numbered 1 d equipment incorporated in said Work or otherwise e of payment free and clear of all d by Bond acceptable to OWNER orance); and (3) all Work covered	
Dated July 31, 2022 Required lien waiv		By: CONTRACTOR By: Jacqueline Smith, Treasure	er
Payment of the above F	AMOUNT DUE THIS APPLICATI	STRAND ASSOCIATES, INC.	
	_		
		BY:	

CONTINUA	ATION SHEET				APPL. DATE:	2 July 31, 2022		PER. TO: ARCHITECT'S PRO	grant and a second seco		***********
ITEM			SUPPLIER/	SCHEDULED	<work co<="" th=""><th></th><th>MATERIALS</th><th>TOTAL COMPL</th><th>%</th><th>BALANCE</th><th>RETAINAC</th></work>		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAC
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
Div. #1	General Conditions			0.00					13.29%		
7	Bond and Insurance		Williams Brothers Const. Inc.	200,000.00				200,000.00	100%	0,00	
3	Submittal Exchange		Williams Brothers Const. Inc.	6,000.00	6,000.00			6,000.00	100%	0.00	
9	Mobilization		Williams Brothers Const. Inc.	200,000.00	100,000.00			100,000.00	50%	100,000.00	
0	Demobilization		Williams Brothers Const. Inc.	20,000.00				0,00	0%	20,000.00	
1	General Overhead and Profit		Williams Brothers Const. Inc.	402,420.49	24,145,23	29,376.70		53,521.93	13%	348,898.56	5,3
2 Div. #2	Existing Conditions										
2 DIV. #2	Sheet 16										
			Williams Brothers Const. Inc.	36,985.00				0.00	0%	36,985.00	
4	Demolition Of the Land		Williams Brothers Const. Inc.	00,000.00							
5	Sheet 25		Williams Brothers Const. Inc.	34,190.00				0.00	0%	34,190.00	
5	Demolition		VVIIIIams Broulers Const. Inc.	34,130.00				0,00	0,0	01,100.00	(6)
7	Sheet 28			1,970.00				0.00	0%	1,970,00	
3	Demolition		Williams Brothers Const. Inc.	1,970.00				0,00	0,6	1,570,00	_
9	Sheet 29							0.00	00/	40.075.00	-
וכ	Demolition	L	Williams Brothers Const. Inc.	10,975.00				0.00	0%	10,975,00	
1	Sheet 05-D1.01										
2	Site Demo	L	Williams Brothers Const. Inc.	7,927.00				0.00	0%	7,927.00	
3 Div. #3	Concrete										
4	Oxidation Ditch Str. 4000										
5	Rebar	М	Harris	34,941.47				0.00	0%	34,941.47	
6	Rebar	L	Mid-State	18,928.95				0.00	0%	18,928,95	
7	Walls	М		16,302.40				0.00	0%	16,302.40	
8	Walls		Williams Brothers Const. Inc.	134,708.00				0.00	0%	134,708.00	
	Base Slabs	M	Ozinga	11,036,55				0.00	0%	11,036.55	
9	Base Slabs	1	Williams Brothers Const. Inc.	22,017,00				0.00	0%	22,017.00	
0		M	Ozinga	1,835.40				0.00	0%	1,835.40	
1	Suspended Slab on Grade	IVI	Williams Brothers Const. Inc.	21,626.00				0.00	0%	21,626.00	
2	Suspended Slab on Grade		Williams Biothers Const. Inc.	21,020.00				0.00	0,0	21,020.00	
3	Chemical Phosphorus Str. 8000			5,662.93				0.00	0%	5,662,93	
4	Rebar	M		3,067.79				0.00	0%	3,067.79	
5	Rebar	L	Mid-State					0.00	0%	1,952,70	
6	Walls	M		1,952,70				0.00	0%	16,628.50	
7	Wails	L	Williams Brothers Const. Inc.	16,628.50							
В	Base Slabs	M	Ozinga	2,310.35				0.00	0%	2,310.35	
9	Base Slabs		Williams Brothers Const. Inc.	5,533.25				0.00	0%	5,533.25	
	Slab on Grade-Stairs	M	Ozinga	67.85				0.00	0%	67.85	
1	Slab on Grade-Stairs	L	Williams Brothers Const. Inc.	377.25				0.00	0%	377.25	
2	Suspended Slab on Grade	M	Ozinga	119.60				0.00	0%	119.60	
3	Suspended Slab on Grade	L	Williams Brothers Const. Inc.	1,529.75				0.00	0%	1,529.75	
4	Sludge Tank										
5	Rebar	М	Harris	11,783.05				0.00	0%	11,783.05	
5	Rebar	T L	Mid-State	6,383.26				0.00	0%	6,383.26	
	Walls	M	Ozinga	7,748.70				0.00	0%	7,748.70	
7		1 141	Williams Brothers Const. Inc.	36,254.00				0.00	0%	36,254.00	
В	Walls	M	Ozinga	7,530.20				0,00	0%	7,530.20	
9	Base Slabs		Williams Brothers Const. Inc.	21,629.75				0.00	0%	21,629.75	
	Base Slabs	L	VVIIII DIOUIEIS COIIST. IIIC.	21,029.13				0.00	270	21,020.10	
Div. #5	Metals		Discount Manual Manual Company	11 020 00				0.00	0%	11,930.00	
2	Misc. Metals	M	Pleasant Mount Welding, Inc.	11,930.00				0.00	0%	1,360,00	
3	Misc. Metals		Williams Brothers Const. Inc.	1,360.00						9,750.00	
4	Aluminum Handrails	M	Golden Railings	9,750.00				0.00	0%		-
5	Aluminum Handrails	L	Williams Brothers Const. Inc.	15,840.00				0.00	0%	15,840.00	
6 Div. #6	Woods and Plastics									,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
7	Fiberglass Fabrications & Grating	M	Mona Composites	15,460.00				1,110.00	7%	14,350.00	1
8	Fiberglass Fabrications	L	Williams Brothers Const. Inc.	8,800.00				0.00	0%	8,800.00	
9	FRP Chemical Tank	M	Plas-Tanks Industries	45,067.00				0.00	0%	45,067.00	
0	FRP Chemical Tank	1	G.A. Rich & Sons	4,500.00				0.00	0%	4,500.00	

	ATION SHEET	******			Application No. 2 PER. TO: July 31, 2022 APPL, DATE: July 31, 2022 ARCHITECT'S PROJECT NO.:						
ITEM			SUPPLIER/ SUBCONTRACTOR	SCHEDULED	PREV APPL	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
NO.	DESCRIPTION	-	SUBGUNIRACIUR	VALUE	THE ROW I SE						***************************************
61 <i>Div.</i> #9	Finishes Oxidation Ditch Str. 4000	-		+							
	Painting	М	RP Coatings	200.00				0.00	0%	200,00	
63 099100	Painting	I	RP Coatings	2,000.00				0.00	0%	2,000.00	
64 099100	CP Removal Building	-	Kr Coatings	2,000.00							
65 000005	Chemical Resistant Coating	М	RP Coatings	5,000.00				0.00	0%	5,000.00	
66 099635	Chemical Resistant Coating Chemical Resistant Coating	101	RP Coatings	10,600.00				0.00	0%	10,600.00	
67 099635	Sludge Pump Building Str. 23000	-	Ti Goddings	10,000.00							1
68		3.4	RP Coatings	760.00				0.00	0%	760.00	
69 099100	Painting	I	RP Coatings	6,000.00				0.00	0%	6,000.00	
70 099100	Painting	-	10 Coatings	0,000.00						.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
71	Sludge Storage Tank #4	84	RP Coatings	300.00	 	-		0.00	0%	300.00	
72 099100	Painting	JVI	RP Coatings	3,000.00				0.00	0%	3,000.00	
73 099100	Painting	-	RF Coaungs	3,000.00		1		0.00			
74	Diversion Structure Manhole	1.4	RP Coatings	5,000.00				0.00	0%	5,000.00	
75 098821	Manhole Lining	IVI		10,000.00				0.00	0%	10,000.00	
76 098821	Manhole Lining	L	RP Coatings	10,000.00	-			0.00	070	10,000.00	
77 Div. #10	Information Specialties		hagus Death Occasion	120.00				0.00	0%	120.00	
78	Fire Extinguishers	М		30.00		-		0.00	0%	30.00	
79	Fire Extinguishers	L	Williams Brothers Const. Inc.	811.27			684.95	684.95	84%	126.32	
80	Plastic & Metal Signs	M		90.00			004.93	0.00	04%	90.00	
81	Plastic & Metal Signs	上	Williams Brothers Const. Inc.	90.00				0.00	078	30.00	
82 Div. #13	Special Construction			070 000 00				0.00	0%	378,263.00	
83	Prefab Chemical Phosphorus Removal Building	M	Metropolitan Pump Company	378,263.00				0.00	0%	10,500.00	
84	Prefab Chemical Phosphorus Removal Building	ᆣ	Williams Brothers Const. Inc.	10,500.00				0.00	076	10,300.00	
85 Div. #26	Electrical	_		04.040.00				0.00	0%	31,940.00	
86	Collection System Diversion Structure Control Panel	-	Energenecs	31,940.00				0.00	0%	12,195.00	
87	Instruments (ISO Flowmeterand Vega Puls Radar)	-	Energenecs	12,195.00				0.00	0%	11,035.00	
88	SCADA Integration Programming		Energenecs	11,035.00		-			0%		
89	O&M, Start Up, Training	-	Energenecs	6,130.00		247.50		0.00 247.50	10%	6,130.00 2,202.50	
90	Project Initiation		Concentric Integration	2,450.00							
91	Project Management		Concentric Integration	40,380.00		16,906.25		16,906.25	42%	23,473.75	
92	Control Panel Design		Concentric Integration	38,300.00				0.00	0%	38,300.00	
93	PLC, OIT & SCADA Programming		Concentric Integration	40,210.00				0,00	0%	40,210.00	
94	O&M Drawings	_	Concentric Integration	4,320.00				0.00	0%	4,320.00	
95	Enhancement Time		Concentric Integration	37,270.00	<u> </u>			0.00	0%	37,270.00	
96	Control and Instrumentation		Concentric Integration							0.00	
97	Motor Control Centers/VFDs		Concentric Integration	74,127.00				0.00	0%	74,127.00	
98	Equipment		Concentric Integration							0.00	
99	Control Panels		Concentric Integration	23,144.00				0.00	0%	23,144.00	
00	Instrumentation		Concentric Integration	13,399.00				0.00	0%	13,399.00	
01	Oxidation Ditch Str. 4000										
02	Electrical	M	Elliot Electric	15,000.00				0.00	0%	15,000.00	
03	Electrical Demo	L	Elliot Electric	2,500.00				0.00	0%	2,500.00	
04	Electrical Install	L	Elliot Electric	22,000.00				0.00	0%	22,000.00	
05	Start Up	L	Elliot Electric	500.00				0.00	0%	500.00	
06	Chemical Phosphorus Str. 8000										
07	Electrical	M	Elliot Electric	8,000.00				0.00	0%	8,000.00	
08	Electrical Install	L	Elliot Electric	9,000.00				0.00	0%	9,000.00	
09	Start Up	L	Elliot Electric	1,000.00				0.00	0%	1,000.00	
10	Sludge Pump Building Str. 23000										
11	Electrical	M	Elliot Electric	2,000.00				0.00	0%	2,000.00	
12	Electrical Demo	L	Elliot Electric	500.00				0.00	0%	500.00	
13	Electrical Install	L	Elliot Electric	3,500.00				0.00	0%	3,500.00	
14	Start Up	L	Elliot Electric	500.00				0.00	0%	500,00	

CONTINUA	TION SHEET				APPL. DATE:	2 July 31, 2022		PER. TO: ARCHITECT'S PRO			
ITEM	100000 1000000		SUPPLIER/	SCHEDULED	<work co<="" th=""><th></th><th>MATERIALS</th><th>TOTAL COMPL</th><th>- %</th><th></th><th>RETAINA</th></work>		MATERIALS	TOTAL COMPL	- %		RETAINA
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
115	Sludge Storage Tank Str. 25000							0.00	00/	5 000 00	
16	Electrical	M	Elliot Electric	2,000.00				0.00	0%	2,000.00 5,500.00	
117	Electrical Install	L	Elliot Electric	5,500.00				0.00	0%		
118	Electrical Labor	L	Elliot Electric	500.00				0.00	0%	500.00	
19	Structure 98								004	45.000.00	
120	Electrical	M	Elliot Electric	15,000.00				0.00	0%	15,000.00	
121	Electrical Install	L	Elliot Electric	24,000.00				0.00	0%	24,000.00	
122	Start Up	L	Elliot Electric	1,000.00				0.00	0%	1,000.00	
123	Generator	M	Elliot Electric	19,760.00				0,00	0%	19,760.00	
124	Generator	L	Elliot Electric	12,500.00				0.00	0%	12,500.00	
125	Site-Handholes	M	Elliot Electric	1,000.00				0.00	0%	1,000.00	
126	Site-Handholes	L	Elliot Electric	2,000.00				0.00	0%	2,000.00	
127	Site-Poles/Feeders	M	Elliot Electric	14,000.00	1,500.00			1,500.00	11%	12,500.00	
28	Site-Poles/Feeders	L	Elliot Electric	23,000.00	1,500.00			1,500.00	7%	21,500.00	
129	Lighting Protection	M	Elliot Electric	11,180.00				0.00	0%	11,180.00	
130	Lighting Protection	- 1	Elliot Electric	12,500.00				0.00	0%	12,500.00	
		М	Elliot Electric	6,500.00				0.00	0%	6,500.00	
31	Lighting	1	Elliot Electric	10,000.00				0.00	0%	10,000.00	
132	Lighting	M	Elliot Electric	500.00				0.00	0%	500.00	
133	Fire Alarm	IVI	Elliot Electric	3,500.00				0.00	0%	3,500.00	
134	Fire Alarm	- 17		2,500.00				0.00	0%	2,500.00	-
135	Arc Flash System	M	Elliot Electric					0.00	0%	500.00	
136	Arc Flash Labels	L	Elliot Electric	500.00	2 500 00				5%	43,500.00	
137	Supervision	L	Elliot Electric	46,000.00				2,500.00			
138	Misc Job Expenses	M	Elliot Electric	13,460.00				0.00	0%	13,460.00	
139	Office	L	Elliot Electric	10,000.00	250.00			250.00	3%	9,750.00	_
140 Div. #31	Earthwork										
141	Mobilization, Demobilization and Supervisor	L	Concord Excavating	11,000.00		3,000.00		3,000.00	27%	8,000.00	
142	Silt Fence	L	Concord Excavating	3,000.00		3,000.00		3,000.00	100%	0.00	
143	Site Grading	L	Concord Excavating	43,000.00		6,000.00		6,000.00	14%	37,000.00	
144	Oxidation Ditch Excavation	L	Concord Excavating	22,000.00				0.00	0%	22,000.00	
145	Oxidation Ditch Backfill	L	Concord Excavating	27,000.00				0.00	0%	27,000.00	
146	Storage Tank Excavation	L	Concord Excavating	21,000.00				0.00	0%	21,000.00	
147	Storage Tank Backfill	L	Concord Excavating	5,000.00				0.00	0%	5,000.00	
148	Chemcial Tank Excavation	L	Concord Excavating	8,000.00				0.00	0%	8,000.00	
149	Chemcial Tank Backfill	L	Concord Excavating	5,000.00				0.00	0%	5,000.00	
150	Spoils Offsite	L	Concord Excavating	26,000.00				0.00	0%	26,000.00	
151 Div. #32	Exterior Improvements										
152	Paving	М	Glander Paving	19,000.00				0.00	0%	19,000.00	
153	Paving	L	Glander Paving	31,000.00				0.00	0%	31,000.00	
154	Sidewalks	М	Ozinga	2,976.00				0.00	0%	2,976,00	
155	Sidewalks	- 1	Williams Brothers Const. Inc.	4,013.00				0.00	0%	4,013.00	
	Seeding		Williams Brothers Const. Inc.	1,200.00				0.00	0%	1,200.00	
156		IVI	VVIIII BIOGICIO CONOC. INC.	1,200,00							
157 Div. #33	Utilities Glass-Lied Steel Sludge Storage Tank	NA.	Cady Aquastore	321,000.00				0.00	0%	321,000.00	
158				132,000.00				0.00	0%	132,000.00	-
159	Glass-Lied Steel Sludge Storage Tank	-	Cady Aquastore Cady Aquastore	2,000.00				0.00	0%	2,000.00	
160	Start-Up & Owner Training	L L						0.00	0%	20,000.00	
161	Bypass Pumping	L	Williams Brothers Const. Inc.	20,000.00		20 002 00		29,003.00	23%	97,097.00	2,5
162	Overhead and Profit		G.A Rich & Sons, Inc	126,100.00		29,003.00				30,000.00	2,
163	Mobilization		G.A Rich & Sons, Inc	30,000.00				0.00	0%		
164	Site Proc Piping PRC	L	G.A Rich & Sons, Inc	18,000.00				0.00	0%	18,000.00	
165	Site Proc Piping PRC		G.A Rich & Sons, Inc	1,200.00				0.00	0%	1,200.00	
166	Cutting & Capping	L	G.A Rich & Sons, Inc	15,000.00				0.00	0%	15,000.00	
67	Cutting & Capping	M	G.A Rich & Sons, Inc	7,000.00	-			0.00	0%	7,000.00	
168	Site Process Piping Storm	L	G.A Rich & Sons, Inc	12,000.00				0.00	0%	12,000.00	
69	Site Process Piping Storm	М	G.A Rich & Sons, Inc	3,900.00				0.00	0%	3,900.00	
170	Site Valve & Material Man Hole 1&2	L	G.A Rich & Sons, Inc	13,000.00				0.00	0%	13,000.00	
171	Site Valve & Material Man Hole 1&2	М	G.A Rich & Sons, Inc	11,300.00				0.00	0%	11,300.00	
172	Site DIP NPW	L	G.A Rich & Sons, Inc	7,500.00				0.00	0%	7,500.00	
173	Site DIP NPW		G.A Rich & Sons, Inc	2,000.00			1,000.00	1,000.00	50%	1,000.00	1

CONTINU	ATION SHEET				Application No. APPL. DATE:	2 July 31, 2022		PER. TO: ARCHITECT'S PRO	July 31, 2022 JECT NO.:		
ITEM	000000000000000000000000000000000000000		SUPPLIER/	SCHEDULED	<work c<="" th=""><th>OMPLETED></th><th>MATERIALS</th><th>TOTAL COMPL</th><th>%</th><th>BALANCE</th><th>RETAMAGE</th></work>	OMPLETED>	MATERIALS	TOTAL COMPL	%	BALANCE	RETAMAGE
NO.	DESCRIPTION		SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
174	Site DIP Domestic	L	G.A Rich & Sons, Inc	7,500.00				0.00	0%	7,500.00	0.00
175	Site DIP Domestic	М	G.A Rich & Sons, Inc	1,000.00				0.00	0%	1,000.00	0.00
176	Site DIP Plant Inf	L	G.A Rich & Sons, Inc	15,000.00				0.00	0%	15,000.00	0.00
177	Site DIP Plant Inf	M	G.A Rich & Sons, Inc	10,000.00				0.00	0%	10,000.00	0.00
178	Site DIP RAS	L	G.A Rich & Sons, Inc	20,000.00				0.00	0%	20,000.00	0.00
179	Site DIP RAS	M	G.A Rich & Sons, Inc	20,000.00			15,000.00	15,000.00	75%	5,000.00	1,500.00
180	Site DIP TDSL	L	G.A Rich & Sons, Inc	40,000.00				0.00	0%	40,000.00	0.00
181	Site DIP TDSL	М	G.A Rich & Sons, Inc	30,000.00			20,000.00	20,000.00	67%	10,000.00	2,000.00
182	Site DIP SMD	L	G.A Rich & Sons, Inc	35,000.00				0.00	0%	35,000.00	0.00
183	Site DIP SMD	М	G.A Rich & Sons, Inc	25,000.00			12,000.00	12,000.00	48%	13,000.00	1,200.00
184	Site DIP SMS	L	G.A Rich & Sons, Inc	35,000.00				0.00	0%	35,000.00	0.00
185	Site DIP SMS	М	G.A Rich & Sons, Inc	25,000.00			12,000.00	12,000.00	48%	13,000.00	1,200.00
186	Site DIP Drain Lines	L	G.A Rich & Sons, Inc	50,000.00				0.00	0%	50,000.00	0.00
187	Site DIP Drain Lines	М	G.A Rich & Sons, Inc	25,000.00			10,000.00	10,000.00	40%	15,000.00	1,000.00
188 Div. #40	Process Interconnections										
189	Oxidation Ditch bldg 4000										
190	Sluice Gate 20" Opening	M	RW Gate	17,990.00				0.00	0%	17,990.00	0.00
191	Sluice Gate 20" Opening	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
192	Start-Up & Owner Training	L	RW Gate	840.00				0.00	0%	840.00	0.00
193	Sluice Gate 16" Opening	М	RW Gate	16,590.00				0.00	0%	16,590.00	0.00
194	Sluice Gate 16" Opening	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
195	Start-Up & Owner Training	L	RW Gate	840.00				0.00	0%	840.00	0.00
196	Weir Gate	M	RW Gate	13,530.00				0.00	0%	13,530.00	0.00
197	Weir Gate	L	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
198	Start-Up & Owner Training	L	RW Gate	840.00				0.00	0%	840.00	0,00
199	Process Valves	L	G.A Rich & Sons, Inc	15,000.00				0.00	0%	15,000.00	0.00
200	Process Valves	M	G.A Rich & Sons, Inc	50,000,00			30,000,00	30,000.00	60%	20,000.00	3,000.00

CONTINUA	TION SHEET				APPL. DATE:	2 July 31, 2022		PER. TO: ARCHITECT'S PRO			
ITEM	700000000000000000000000000000000000000		SUPPLIER/	SCHEDULED VALUE	WORK CO PREV APPL.	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
NO.	DESCRIPTION	#	SUBCONTRACTOR	VALUE	FREYMER	THIS PERIOD	STOREG	a Silvita	Complete	- Criman	
201	Diversion Structure	M	RW Gate	18,300.00				0,00	0%	18,300.00	0.00
202	Sluice Gate	ivi	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
203	Sluice Gate	L	RW Gate	840.00				0.00	0%	840,00	0.00
204	Start-Up & Owner Training	M	RW Gate	18,080.00				0.00	0%	18,080.00	0.00
205	Slide Gate	I	Williams Brothers Const. Inc.	3,500.00				0.00	0%	3,500.00	0.00
206	Slide Gate	-		840.00				0.00	0%	840.00	0.00
207	Start-Up & Owner Training	L	RW Gate	4,400.00				0.00	0%	4,400.00	0.00
208	Portable Operator	M	RW Gate LAI	206.502.54				0.00	0%	206,502.54	0.00
209	Valves	М		11,000.00				0.00	0%	11,000.00	0.00
210	Valves	L	G.A Rich & Sons, Inc	11,000.00				0.00	076	11,000.00	0.00
211	Chemical Building Str. 8000			40,500,00				0.00	0%	13,500.00	0.00
212	Process Valves	L	G.A Rich & Sons, Inc	13,500.00							0.00
213	Process Valves	М	G.A Rich & Sons, Inc	10,300.00				0.00	0%	10,300.00	0.00
214	Sludge Pump Building Str. 23000								001	22 200 22	
215	Process Valves	L	G.A Rich & Sons, Inc	39,000.00				0.00	0%	39,000.00	0.00
216	Process Valves	М	G.A Rich & Sons, Inc	70,000.00			50,000.00	50,000.00	71%	20,000.00	5,000.00
217	Sludge Storage Tank Str. 25000										
218	Process Valves	L	G.A Rich & Sons, Inc	38,000.00				0.00	0%	38,000.00	0.00
219	Process Valves	M	G.A Rich & Sons, Inc	111,000.00			80,000.00	80,000.00	72%	31,000.00	8,000.00
220 Div. #41	Material Processing and Handling Equipment										
221	Davit Crane	М	Xylem	15,782.31				0.00	0%	15,782.31	0.00
222	Davit Crane	L	Williams Brothers Const. Inc.	1,320.00				0.00	0%	1,320.00	0.00
223 Div. #43	Process Gas and Liquid Handling, Purification, and Storage	Equic									
224	Sludge Loading Pump	М	Boerger	86,795.00				0.00	0%	86,795.00	0.00
225	Sludge Loading Pump	li"	G.A Rich & Sons, Inc	2,200,00				0.00	0%	2,200.00	0,00
226	Start-Up & Owner Training	М	Boerger	2,000.00				0.00	0%	2,000.00	0.00
	Water and Wastewater Equipment	IVI	Docigor	2,000.00							
227 Div. #46		М	Drydon	64,500.00				0.00	0%	64,500,00	0.00
228	Chemical Phosphorus Removal Equipment	L	G.A Rich & Sons, Inc	7,000.00				0.00	0%	7,000.00	0.00
229	Chemical Phosphorus Removal Equipment	-	Drydon	1,000.00				0,00	0%	1,000,00	0.00
230	Start-Up & Owner Training		Perterson and Matz	30,000.00				0.00	0%	30,000.00	0.00
231	Project Inspection and Coordination	М	Evoqua	62,000.00				0.00	0%	62.000.00	0.00
232	Sludge Storage Mixing Systems	iVI	G.A Rich & Sons, Inc	4,000.00				0.00	0%	4,000.00	0.00
233	Sludge Storage Mixing Systems	-	Evoqua	9.380.00				0.00	0%	9,380,00	0.00
234	Start-Up & Owner Training	KA.		34,794.89				0.00	0%	34,794.89	0.00
235	Internal Recycle Pump	M	Xylem	2,800.00				0.00	0%	2,800.00	0.00
236	Internal Recycle Pump	L	G.A Rich & Sons, Inc	2,139.00				0.00	0%	2,139.00	0.00
237	Start-Up & Owner Training		Xylem					0.00	0%	84.876.34	0.00
238	Submersible Mixers	М	Xylem	84,876.34					0%	3.000.00	0.00
239	Submersible Mixers	L	G.A Rich & Sons, Inc	3,000.00				0.00	0%		0.00
240	Start-Up & Owner Training		Xylem	2,840.00				0.00		2,840.00	0.00
241	Anchor Bolts	М	Xylem	1,538.46				0.00	0%	1,538.46	
242	Freight		Xylem	6,029.00				0.00	0%	6,029.00	0.00
243											
244	Unit Prices										
245 312300	Unsuitable Foundation Material for Structures		550 CY x \$70	38,500.00				0.00	0%	38,500.00	0.00
246 312300	 Unsuitable Foundation Material for Utility Trenches 	5	20 CY x \$70	1,400.00				0.00	0%	1,400.00	0.00
247 312300	3 Removal of Non-CCDD Material		20 Tons x \$50	1,000.00				0.00	0%	1,000.00	0.00
248 312316.26	4 Rock Excavation for Structures and Roads		30 CY x \$120	3,600.00				0.00	0%	3,600.00	0.00
249 312316.26	5 Rock Excavation for Utility and Trenches		40 CY x \$120	4,800.00				0.00	0%	4,800.00	0.00
250											
251											
252											
253		f									
	Totals	1		4.930.000.00	337,005.23	87,533,45	230,684.95	655,223.63	13.29%	4,274,776.37	65,522.36

Crest Hill WWTP

Page 6

CONTINUATIO	N SHEET			Application No. APPL. DATE:	2 July 31, 2022		PER. TO: ARCHITECT'S PRO	July 31, 2022 JECT NO.:		
ITEM NO.	DESCRIPTION		Post Science (A. Post Science A. H. 1904)	<work co<br="">PREV APPL</work>	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
255	Change Orders		MANAGEMENT OF THE STATE OF THE							
256								0%	0,00	0_0
257								0%	0.00	0.0
258								0%	0.00	0.0
259								0%	0.00	0.0
260								0%	0.00	0.0
261								0%	0.00	0,0
262									0%	0.0
263		Total Change Orders	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0
264			,930,000.00	337,005.23	87,533.45	230,684.95	655,223.63	0.13	4,274,776.37	65,522.36

CONTINUATIO	N SHEET			Application No. 2 PER. TO: July 31, 2022 APPL. DATE: July 31, 2022 ARCHITECT'S PROJECT NO.:						
ITEM NO.	DESCRIPTION	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	*WORK CO PREV APPL	MPLETED> THIS PERIOD	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
265	DEGGEN TOTAL						September 201			
266	Summary by Subcontract									
267	111	Boerger LLC	88,795.00	0.00		0.00	0.00	0%	88,795.00	0.0
268		Cady Aquastore	455,000.00	0.00	0.00	0.00	0.00	0%	455,000.00	0.
269		Concord Excavating	171,000.00	0.00	12,000.00	0.00	12,000.00	0%	159,000.00	1,200.
270		Concentric Integration	273,600.00	0.00	17,153.75	0.00	17,153.75	0%	219,903.25	1,715.
271		Drydon Equipment Inc.	64,500.00	0.00	0.00	0.00	0.00	0%	64,500.00	0.0
272		Ellitott Electric, Inc	301,400.00	5,750.00	0.00	0.00	5,750.00	0%	295,650.00	575.0
273		Energenecs	61,300.00	0.00	0.00	0.00	0.00	0%	61,300.00	0.
274		Evoqua Water Technologies	62,000.00	0.00	0.00	0.00	0.00	0%	62,000.00	0.
275	111	Glander Paving Co.	50,000.00	0.00	0.00	0.00	0.00	0%	50,000.00	0.0
276		Golden Railing	9,750.00	0.00	0.00	0.00	0.00	0%	9,750.00	0.0
277		Harris Rebar	52,387.45	0.00	0.00	0.00	0.00	0%	52,387.45	0.0
278		LAI. Ltd.	206,502.54	0.00	0.00	0.00	0.00	0%	206,502.54	0.0
279		Metropolitan Pump Co.	378,263.00	0.00		0.00	0.00	0%	378,263.00	0.0
280		Mid-State Steel Co. Inc	28,380.00	0.00	0.00	0.00	0,00	0%	28,380.00	0.0
281		Mona Composite	15,460.00	1,110,00	0.00	0.00	1,110.00	0%	14,350.00	111.0
282	111	Ozinga Bros, Inc	51,879.75	0.00	0.00	0.00	0.00	0%	51,879.75	0.0
283		Peterson & Matz. Inc	30,000.00	0.00	0.00	0.00	0.00	0%	30,000.00	0.0
284		Plas-Tanks Industries Inc.	45,067.00	0.00	0.00	0.00	0.00	0%	45,067.00	0.0
285	11	Pleasant Mount Welding, Inc	11,930.00	0.00	0.00	0.00	0.00	0%	11,930.00	0.0
286		G.A. Rich & Sons, Inc.	966,800,00	0.00	29,003.00	230,000.00	259,003.00	0%	707,797.00	25,900.3
287	111	RP Coatings	42,860,00	0,00	0.00	0.00	0.00	0%	42,860.00	0.0
288		RW Gate Company	93,090,00	0.00	0.00	0.00	0.00	0%	93,090.00	0.0
289	11	Xylern Water Solutions	148,000.00	0.00		0.00	0.00	0%	148,000.00	0.0
290		Zendaver Signs	811.27	0.00	0.00	684.95	684.95	0%	126.32	68.5
291	14	Williams Brothers Construction	1,322,035.26	330,145,23	29,376.70	684.95	360,206.88	0%	998,371.38	36,020.6
292	Totals	Trimerio Statista Stilledadan	4,930,000,00	337,005.23	87,533.45	230,684.95	655,223.63	13.29%	4,274,776.37	65,522.3

Partia	ı	w	A۱۱	/FR	OF	LIEN

Application No. 2

STATE OF ILLINOIS}

} ss.
PEORIA COUNTY }

July 31, 2022

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by

City of Crest Hill to furnish labor and/or material for the building known as:

East Water Reclamation Facility Phosphorus Removal Upgrades

Situated on Lot:

2250 North Broadway Street

Crest Hill, IL 60403

in the City of Crest Hill, County of Will and State of Illinois.

NOW, THEREFORE, KNOW YE, That the undersigned, for and in consideration of

Two Hundred Eighty Six

(SEAL)

Thousand Three Hundred Ninety Six and 55/100

\$286,396.55

Dollars,

and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby waive and release any and all lien or claim or right of lien on said above described building and premises under "An Act to Revise the Law in Relation to Mechanic's Liens," approved May 18, 1903, in force July 1, 1903 together with all amendments thereto and all the lien laws of the State of Illinois on account of labor or materials, or both, furnished by the undersigned to or on account of the said City of Crest Hill for said building through

July 31, 2022

GIVEN under our hands and sealed this day and year first above written.

Subscribed/and sworn to before me this date

Motary Public

'OFFICIAL SEAL"

JACOB K. LEE Notary Public, State of Illinols My Commission Expires 06-15-2025 WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

By: Jaqueline Smith, Treasurer

Zendavor Signs & Graphics Inc. 2251 W Altorfer Dr. Peoria, Illinois, 61615 sales@zendavor.com (309) 691-8822

Fax: (866) 581-2968

www.zendavor.com



Invoice 49244

CREST HILL WWTP - 48x96 job site sign

ORDERED BY Williams Brothers Construction PO Box 1366 Peoria, IL, 61654-1366

ITEM

Job Site Sign

Sign substrate with digital print vinyl graphics Height: 48 Inches

Width: 96 Inches Sides: 1

Oraguard 210 gloss 32.0 Sqft MDO 3/4" 32.0 Sqft Orajet 3651RA 32.0 Sqft

SALES REP INFO Steve Hodel steve@zendavor.com

26691

INVOICE DATE 08/05/2022

INV.DUE DATE 09/04/2022 **TERMS** Net 30

PO# 3180-553

SHIPPING METHOD **Customer Pickup**

CONTACT INFO Bill Rutledge billr@wbci.us +1 309-210-5589 Work: +1 309-688-0416

MOU

U.PRICE TOTAL (EXCL. TAX)

TAXABLE

Each

\$684.95

\$684.95

N

Invoice Includes all applicable sales taxes. Accounts with a balance past the due date will incur 1,5% interest fee compounded monthly. Customer will be responsible for attorney fees or collection costs due to delinquent invoices.

Subtotal:

\$684.95

Sales Tax (0%):

\$0

Total:

\$684.95

SIGNATURE:

DATE:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM 8/19/

Item 7.

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

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

PRODUCER	CONTACT NAME: Sandy Miller						
Kuhl Insurance Agency, Inc. 632 West Jefferson st.	PHONE (A/C, No. Ext): 309-266-7300	FAX (A/C, No): 309-266-5453					
Morton IL 61550-0066	E-MAIL ADDRESS: smiller@kuhlinsurance.com						
	INSURER(S) AFFORDING COVERAGE	NAIC#					
	INSURER A: West Bend Mutual Insurance Com						
INSURED	INSURER B: United Commercial Program Mgrs						
G. A. Rich & Sons, Inc. 204 S. Perry Street	INSURER C:						
Deer Creek IL 61733-	INSURER D:						
	INSURER E :						
	INSURER F:						

COVERAGES

CERTIFICATE NUMBER: 1431976200

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.

ISR TR	TYPE OF INSURANCE	ADDL. INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Υ	Υ	A719627	3/1/2022	3/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 300.000
Ī							MED EXP (Any one person)	\$ 5,000
	X Contractual Liab						PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGRÉGATE	\$ 2,000,000
	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	OTHER:							\$
A	AUTOMOBILE LIABILITY	Υ	Υ	A719627	3/1/2022	3/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
Ī	X ANY AUTO						BODILY INJURY (Per person)	\$
Ī	OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	X Hired PD Dam						5.55.000.000.000	\$ 100,000
١	X UMBRELLA LIAB X OCCUR	Υ	Υ	A719627	3/1/2022	3/1/2023	EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
	DED X RETENTION \$ 0							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	A718658	3/1/2022	3/1/2023	X PER OTH-	
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
- 1	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A A B	Equipment Floater Professional Liability Pollution Liability			A719627 A719627 G70966578 003	3/1/2022 3/1/2022 8/29/2021	3/1/2023 3/1/2023 8/29/2022	Leased/Rented Occurrence Ea Claim/Policy Limit	450,000 1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CREST HILL EAST WATER RECLAMATION FACILITY PHOSPHORUS REMOVAL UPGRADES - Certificate is for stored material not to exceed value of \$300,000 located at 204 S Perry Street, Deer Creek, IL pertaining to the listed project. Williams Brothers Construction is named as an additional insured for this stored material.

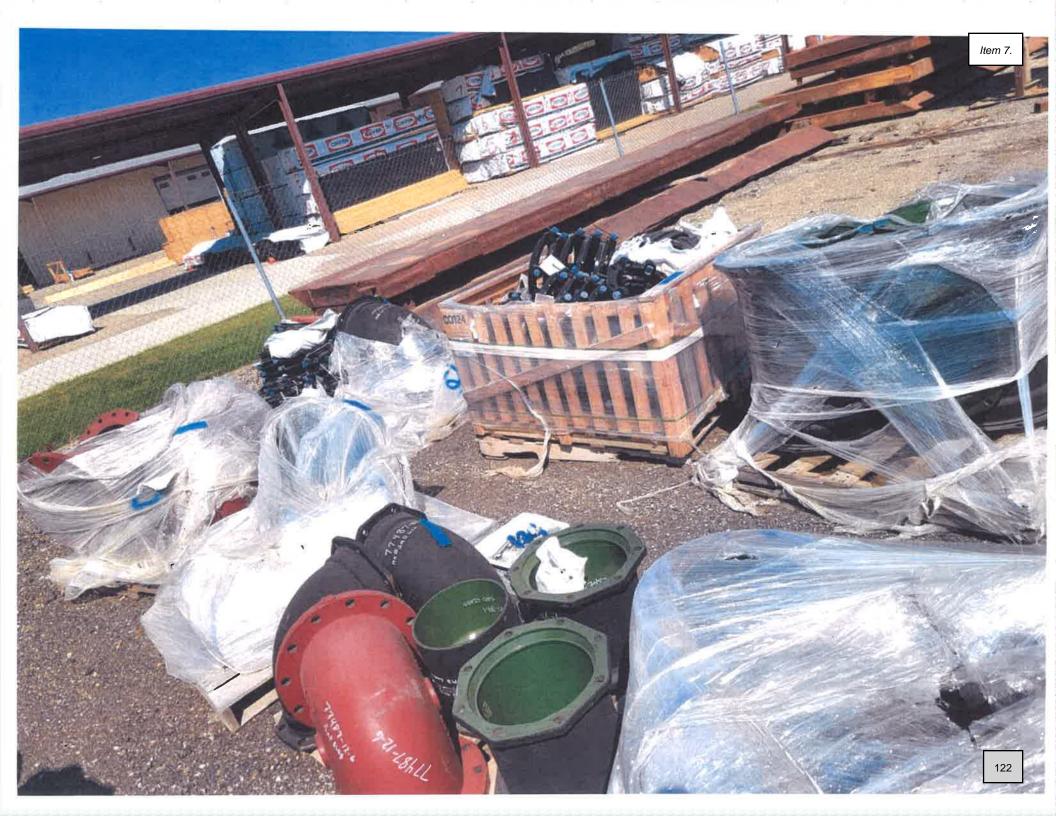
OFFICIONATE MOUNTE	
CERTIFICATE HOLDER	CANCELLATION

WILLIAMS BROTHER CONSTRUCTION P O BOX 1366 PEORIA IL 61654 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

Mile Kull











Case #: 22-CTP-091489

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600
CERTIFIED	TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD PAY PERIOD
Payroll Date	Project Location
2/24/2022 to 3/2/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone
0	0

				Employe	e Deta	ils			100			
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
	G-G	Gender	V-Vetera	an	J-Joi	urneyman	-	F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino H L- Hispanic or Latino

								1	Nork Cl	essifica	ation						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor
CORY JHAMME RSTEIN	Р	0.00	4.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	47.40	0.00	0.00	189.60	1050.63	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Don	cion	14 96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



Case #: 22-CTP-091490

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Doi.certifledpayroff@fillflois.gov
CERTIFIED	TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/3/2022 to 3/9/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone
0	0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
JASON RUTLEDGE	9690	CARPENTE R J	1212 TILTON PARK DR	ROCHELL E IL 61068	white	NHL	m	No	Yes	No	No	8159705351
	G-G	Sender	V-Vetera	an	J-Joi	umeyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino H L- Hispanic or Latino

								1	Nork Cl	assifica	ation						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbí Tim Wage	Gross	Net	No Work
CORY JHAMME RSTEIN	Р	6.00	1.00	0.00	0.00	0.00	0.00	0.00	7.00	0.00	0.00	47.40	0.00	0.00	331.80	1458.19	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				
Jason Rutledg E	Р	2.00	1.00	0.00	1.00	2.00	0.00	0.00	6.00	0.00	0.00	55.50	0.00	0.00	333.00	1479.41	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	19.15	***	Healt	h	9.20		Vacation	0.00		Training	0.63				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



Case #: 22-CTP-091492

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIE	D TRANSCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/10/2022 to 3/16/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
000	
Primary Phone	Secondary Phone
0	0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	Α	PhoneNumber
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
	G-G	iender	V-Vetera	an	J-Joi	urneyman		F-Foi	eman		A-A	pprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

								1	Nork Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	3.50	8.00	5.50	0.00	8.00	0.00	0.00	25.00	0.00	0.00	47.40	0.00	0.00	1185.00	1458.19	
	NΡ	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

May 27, 2022



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Case #: 22-CTP-091494

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIED TRANS	SCRIPT OF PAYROLLFORM
	PAY PERIOD
Payroll Date	Project Location
3/17/2022 to 3/23/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
Contractor	r and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
Public	Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone

0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
	G-G	ender	V-Vetera	an	J-Joi	Jmeyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

									Work Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	8.00	0.00	8.00	8.00	8.00	0.00	0.00	32.00	0.00	0.00	47.40	0.00	0.00	1516.80	1186.49	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

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Mallori Upchurch

May 27, 2022



Case #: 22-CTP-187241

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

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ol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600
ANSCRIPT OF PAYROLL FORM
PAY PERIOD
Project Location
2250 N BROADWAY ST
CREST HILL IL 60403
State Capital Funds
No
ractor and/or Subcontractor
Contractor Location
PO BOX 1366
PEORIA IL 61654
Secondary Email
0
Secondary Phone
Public Body Information
Public Body Address
2250 N BROADWAY ST
CREST HILL IL 60403
Secondary Phone

0

S KIND OF SAME				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759
WAYNE RLINDSEY	7184	OPR ENG/GR 1	6810 HILLCREST DR	CRYSTAL LAKE IL 60012	white	NHL	m	No	Yes	No	No	8152199359
WILIVALDO PANTOJA	2464	LABORER J	508 FRANCIS ST	JOLIET IL 60432	other	HL	m	No	Yes	No	No	8157194780
	G-G	Sender	V-Vetera	an	J-Jo	urneyman		F-For	eman		A-A	pprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

								1	Nork Cl	assifica	ition						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	48.90	0.00	0.00	146.70	1431.11	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				
WAYNE RLINDSE Y	Р	0.00	8.00	0.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	55.10	0.00	0.00	440.80	998.29	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	18.60		Healt	h	21.40		Vacation	2.00		Training	2.40		*		
WILIVAL DO PANTOJA	Р	0.00	3.00	0.00	0.00	0.00	0.00	0.00	3.00	0.00	0.00	47.40	0.00	0.00	142.20	1328.46	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Mallori Upchurch

Sep 02, 2022



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Case #: 22-CTP-187242

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Doi.certifiedpayroff@fififiois.gov • Priorie. (512) 795-5600
CERTIFIED	TRANSCRIPT OF PAYROLL FORM
	PAY PERIOD
Payroll Date	Project Location
7/21/2022 to 7/27/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone

0

				Employee Details										
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe		
WILIVALDO PANTOJA	2464	LABORER J	508 FRANCIS ST	JOLIET IL 60432	other	HL	m	No	Yes	No	No	8157194780		
PANTOJA	G G	Gender	V-Veter		I- Io	urnevman	l		reman	1	Δ_Δ	pprentice		

N H L- Not Hispanic or Latino H L- Hispanic or Latino

								,	Nork Cl	assifica	ation						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
WILIVAL DO PANTOJA	Р	0.00	0.00	0.00	0.00	2.00	0.00	0.00	2.00	0.00	0.00	47.40	0.00	0.00	94.80	1260.54	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Pen	sion	14.96		Healt	h	7.25		Vacation	0.00		Training	0.80				

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Mallori Upchurch

Sep 02, 2022



Case #: 22-CTP-187243

Illinois Department of Labor

160 N. LaSalle St Suite1300 Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

	Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600
CERTIFIED	TRANSCRIPT OF PAYROLL FORM
	PAY PERIOD
Payroll Date	Project Location
8/4/2022 to 8/10/2022	2250 N BROADWAY ST
Contractor Number Or FEIN	CREST HILL IL 60403
370971367	
Project Number or Name	State Capital Funds
Crest Hill	No
Agency	
Not a State Agency	
	Contractor and/or Subcontractor
Company Name	Contractor Location
Williams Brothers Construction	PO BOX 1366
Contact Name	PEORIA IL 61654
Jackie M Smith	
Primary Email	Secondary Email
cp@wbci.us	0
Primary Phone	Secondary Phone
3096880416	
	Public Body Information
Public Body Name	Public Body Address
Crest Hill	2250 N BROADWAY ST
Contact Name	CREST HILL IL 60403
0 0 0	
Primary Phone	Secondary Phone

0

				Employe	e Deta	ils						
Name	Last4SSN	Classificati on	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumbe
CORY JHAMMERSTEIN	9830	LABORER J	25953 W SANDY KNOLL DR	CHANNAH ON IL 60410	white	NHL	m	No	Yes	Yes	No	8155572759

G-Gender

V-Veteran

J-Journeyman

F-Foreman

A-Apprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

								1	Nork Cl	assifica	tion						
Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Wor k
CORY JHAMME RSTEIN	Р	0.00	2.00	0.00	0.00	0.00	0.00	0.00	2.00	0.00	0.00	48.90	0.00	0.00	97.80	1501.18	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Per	sion	14.96	^	Healt	h	7.25		Vacation	0.00		Training	0.80				

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Mallori Upchurch

Sep 02, 2022



Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Public Works Director

Department: Public Works

Agenda Item: Approve an agreement with Strand and Associates for the design and bidding

related services for Well 14, and for the design and bidding of the raw water

transmission main, for a not to exceed amount of \$138,900.

Summary: With the approval of the easement agreement with Menard Inc, staff is presenting a contract for approval with Strand and Associates for Well 14 design and bid, along with the raw water transmission main for Well 14. Once design and bidding are completed for both projects, we would then need to work out a construction engineering contract with strand for the purpose of these two projects. At this point both projects would be bid in late first quarter or early second quarter of 2023.

Recommended Council Action: Approve an agreement with Strand and Associates for the design and bidding related services for Well 14, and for the design and bidding of the raw water transmission main, for a not to exceed amount of \$138,900.

Financial Impact:

Funding Source: Water/Sewer Budgeted Amount: \$200,000

Cost: \$138,900

Attachments:

Strand Agreement



1170 South Houbolt Road Joliet, IL 60431 (P) 815-744-4200

September 21, 2022

City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Attention:

Honorable Raymond Soliman, Mayor

Re:

Agreement for Design and Bidding-Related Services for Well No. 14

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 Design and Bidding-Related Services (Services) for the Well No. 14 project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Well No. 14 Design and Bidding-Related Services

- 1. Prepare a preliminary well site review for submittal of the Illinois Environmental Protection Agency (IEPA) Schedule C-1 Well Construction form.
- 2. Retain the services of a subconsultant to provide a topographical survey using NAD83 and Illinois State Plane coordinates of the Well No. 14 site in property to be acquired by OWNER on parcel number 11-04-29-301-008-0000 and the surrounding area.
- 3. Prepare 50 percent drawings that illustrate preliminary shallow Well No. 14 log and site layout for OWNER's review.
- 4. Prepare 50 percent technical specifications for OWNER's review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Construction in Illinois, American Water Works Standards, Ten States Standards, and OWNER's standards, where appropriate.
- 5. Communicate with utilities in the area to inform them of the project, including sending draft plans, notifying them of applicable design parameters of proposed equipment and piping, and resolving placement and sizing conflicts.
- 6. Meet with OWNER to review preliminary documents.
- 7. Prepare front-end documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
- 8. Prepare 90 percent drawings and specifications for Well No. 14 site including general notes, key notes, structural and electrical drawings, and standard details and submit three copies to OWNER.

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City of Crest Hill Page 2 September 21, 2022

- 9. Submit drawings and specifications for Well 14 well drilling to the IEPA and Will County, as appropriate, for review and permitting.
- 10. Prepare 50 and 90 percent opinions of probable construction cost (OPCC) for the Well No. 14 well drilling.
- 11. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
- 12. Prepare addenda and answer questions during bidding.
- 13. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
- 14. Prepare three sets of Contract Documents for signature.

Well No. 14 Raw Water Main Design and Bidding-Related Services

- 1. Attend a kickoff meeting to obtain existing data from OWNER, including utility maps and available drawings of the project corridor. Visit the site to observe the proposed water main locations.
- 2. Retain the services of a subconsultant to conduct one digital survey of the project corridor using NAD83, Illinois State Plane, Eastern Zone, United States Foot Coordinate System, with elevation datum based on NAVD 88, including rights-of-way (ROW) as applicable.
 - a. The corridor is located in Section 29, Township 36 North, Range 10 East with boundaries as follows:
 - (1) Well Site: ROW of Perinar Drive adjacent to Lot 20, including the portion of Lot 20 between the east ROW of Perinar Drive and the west edge of the south detention pond with northern boundary of the survey being the southern edge of the northern detention pond. Southern boundary of the survey shall be the northern edge of Lots 18 and 19.
 - (2) Easement 1: Survey of the easement area, running east-west along the northern boundaries of Lots 18 and 19 for a width of 30 feet south of the northern boundary of Lot 18 and 19 and then continuing on to the east boundary of Lot 20 for the same width of 30 feet.
 - Easement 2: Survey of the easement area, running north-south along the eastern boundary of Lots 19 and 20 for a width of 30 feet south of the northern boundary of Lots 18 and 19.
 - (4) Caton Farm Road: ROW to ROW on Caton Farm Road from the southeast corner of Lot 20 to the existing Wellhouse 2, 2,900 feet in the east direction.
 - b. Establish local benchmarks and survey controls based on NAD 83. Provide information pertaining to properties along the corridors using publicly available geographic information system data to assist OWNER in communicating with property owners to negotiate potential easements as necessary.

City of Crest Hill Page 3 September 21, 2022

- Review survey with the proposed locations of the watermain to identify potential easement c. locations.
- Communicate with utility companies, including J.U.L.I.E., to identify existing utilities d. prior to surveys and potential conflicts.
- Define the scope of geotechnical information required and retain the services of a subconsultant 3. to perform geotechnical services for up to nine soil borings, eight of which extend to a depth of approximately 12 feet and one extending to a depth of 15 feet. Include Illinois Environmental Protection Agency clean construction and demolition debris requirements and certification.
- 4. Prepare 50 percent drawings, technical specifications, and OPCC for up to 4,200 feet of water main for OWNER review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Main Construction in Illinois and OWNER's standards, where appropriate, for new water main along the Perinar Road and Caton Farm Road corridor within the project limits.
- Provide two copies of the 50 percent drawings to OWNER. 5.
- 6. Meet with OWNER to review 50 percent drawings. Incorporate OWNER's comments, as appropriate.
- Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 7. Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings, permit applications, and OPCC and submit 90 percent Bidding Documents to OWNER for review.
- Meet with OWNER to discuss review 90 percent comments and incorporate OWNER's 8. comments as appropriate.
- Prepare and submit two copies of the application for construction permit with two copies of the 9. Bidding Documents to the IEPA for review and permitting.
- 10. Meet with OWNER to review IEPA comments.
- 11. Develop final Bidding Documents that include general notes; alignment, ties, and benchmarks; plan and profile; erosion control details; OWNER-provided standard details for construction; payement restoration details (as applicable); traffic control details (as applicable).
- 12. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
- Prepare addenda and answer questions during bidding. 13.
- 14. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
- Prepare three sets of Contract Documents for signature. 15.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

City of Crest Hill Page 4 September 21, 2022

- Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will 1. be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 2. 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 through a separate agreement with OWNER.
- Construction-Related Services: Construction-related services for the project will require a 3. separate agreement with OWNER.
- Flood Studies: Any services involved in performing flood and floodway studies, if required, will 4. be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by 5. ENGINEER will be provided through a separate agreement with OWNER.
- Revising Designs, Drawings, Specifications, and Documents: Any services required after these 6. 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, will be provided through an amendment to this Agreement.
- Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is 7. not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
- Well No. 10 Treatment Plant Rehabilitation: This type of service by ENGINEER will be 8. provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Well No. 14 Design and Bidding-Related Services a lump sum of \$58,000.

OWNER shall compensate ENGINEER for Well No. 14 Raw Water Main Design and Bidding-Related Services a lump sum of \$100,000.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 Page 5 September 21, 2022

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of September 26, 2022. Services are scheduled for completion on March 31, 2023.

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

- Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to 1. this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
- Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this 2. Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, all of which ENGINEER may rely upon in performing Services under this Agreement.
- Provide access to the site as required for ENGINEER to perform Services under this Agreement. 3.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private 4. lands as required for ENGINEER to perform Services under this Agreement.
- Examine all reports, sketches, estimates, special provisions, drawings, and other documents 5. presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
- Provide all legal services as may be required for the development of this project. 6.
- 7. Pay all permit and plan review fees payable to regulatory agencies.
- 8. Acquire and record all easements.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

- OWNER may make changes within the general scope of this Agreement in the Services to be 1. 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.
- No services for which additional compensation will be charged by ENGINEER will be furnished 2. without the written authorization of OWNER. The fee established herein will not be exceeded

City of Crest Hill Page 6 September 21, 2022

- without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
- If there is a modification of IEPA or IDNR requirements relating to the Services to be performed 3. 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.

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.

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.

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,

City of Crest Hill Page 7 September 21, 2022

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.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Corporate Secretary		Mayor		
Joseph M. Bunker	Date	Raymond R. Soliman	Date	
STRAND ASSOCIATES, INC	. ®	CITY OF CREST HILL		
ENGINEER:		OWNER:		
IN WITNESS WHEREOF the	parties hereto ha	ave made and executed this Agreem	ent.	



Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: Approve a contract with Strand Associates Inc. for the design and bidding of

Well 14 construction and associated transmission main in an amount not to

exceed \$158,000

Summary: Since we have acquired the easement for the property behind Menard Inc, staff is recommending a contract with Strand Associates to begin design of the Well and the associated transmission main to Well 10. Strand would then get the plans approved by the IEPA and get the project to bid. The drilling of this well is covered by money from the State of Illinois through legislation passed earlier this year.

Recommended Council Action: Approve a contract with Strand Associates Inc. for the design and bidding of Well 14 construction and associated transmission main in an amount not to exceed \$158,000

Financial Impact:

Funding Source: Water/Sewer Budgeted Amount: \$400,000

Cost: \$158,000

Attachments:

Contract



1170 South Houbolt Road Joliet, IL 60431 (P) 815-744-4200

September 21, 2022

City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Attention:

Honorable Raymond Soliman, Mayor

Re:

Agreement for Design and Bidding-Related Services for Well No. 14

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 Design and Bidding-Related Services (Services) for the Well No. 14 project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Well No. 14 Design and Bidding-Related Services

- 1. Prepare a preliminary well site review for submittal of the Illinois Environmental Protection Agency (IEPA) Schedule C-1 Well Construction form.
- 2. Retain the services of a subconsultant to provide a topographical survey using NAD83 and Illinois State Plane coordinates of the Well No. 14 site in property to be acquired by OWNER on parcel number 11-04-29-301-008-0000 and the surrounding area.
- 3. Prepare 50 percent drawings that illustrate preliminary shallow Well No. 14 log and site layout for OWNER's review.
- 4. Prepare 50 percent technical specifications for OWNER's review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Construction in Illinois, American Water Works Standards, Ten States Standards, and OWNER's standards, where appropriate.
- 5. Communicate with utilities in the area to inform them of the project, including sending draft plans, notifying them of applicable design parameters of proposed equipment and piping, and resolving placement and sizing conflicts.
- 6. Meet with OWNER to review preliminary documents.
- 7. Prepare front-end documents using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings.
- 8. Prepare 90 percent drawings and specifications for Well No. 14 site including general notes, key notes, structural and electrical drawings, and standard details and submit three copies to OWNER.

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City of Crest Hill Page 2 September 21, 2022

- 9. Submit drawings and specifications for Well 14 well drilling to the IEPA and Will County, as appropriate, for review and permitting.
- 10. Prepare 50 and 90 percent opinions of probable construction cost (OPCC) for the Well No. 14 well drilling.
- 11. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
- 12. Prepare addenda and answer questions during bidding.
- 13. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
- 14. Prepare three sets of Contract Documents for signature.

Well No. 14 Raw Water Main Design and Bidding-Related Services

- 1. Attend a kickoff meeting to obtain existing data from OWNER, including utility maps and available drawings of the project corridor. Visit the site to observe the proposed water main locations.
- 2. Retain the services of a subconsultant to conduct one digital survey of the project corridor using NAD83, Illinois State Plane, Eastern Zone, United States Foot Coordinate System, with elevation datum based on NAVD 88, including rights-of-way (ROW) as applicable.
 - a. The corridor is located in Section 29, Township 36 North, Range 10 East with boundaries as follows:
 - (1) Well Site: ROW of Perinar Drive adjacent to Lot 20, including the portion of Lot 20 between the east ROW of Perinar Drive and the west edge of the south detention pond with northern boundary of the survey being the southern edge of the northern detention pond. Southern boundary of the survey shall be the northern edge of Lots 18 and 19.
 - (2) Easement 1: Survey of the easement area, running east-west along the northern boundaries of Lots 18 and 19 for a width of 30 feet south of the northern boundary of Lot 18 and 19 and then continuing on to the east boundary of Lot 20 for the same width of 30 feet.
 - Easement 2: Survey of the easement area, running north-south along the eastern boundary of Lots 19 and 20 for a width of 30 feet south of the northern boundary of Lots 18 and 19.
 - (4) Caton Farm Road: ROW to ROW on Caton Farm Road from the southeast corner of Lot 20 to the existing Wellhouse 2, 2,900 feet in the east direction.
 - b. Establish local benchmarks and survey controls based on NAD 83. Provide information pertaining to properties along the corridors using publicly available geographic information system data to assist OWNER in communicating with property owners to negotiate potential easements as necessary.

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- Review survey with the proposed locations of the watermain to identify potential easement c. locations.
- Communicate with utility companies, including J.U.L.I.E., to identify existing utilities d. prior to surveys and potential conflicts.
- Define the scope of geotechnical information required and retain the services of a subconsultant 3. to perform geotechnical services for up to nine soil borings, eight of which extend to a depth of approximately 12 feet and one extending to a depth of 15 feet. Include Illinois Environmental Protection Agency clean construction and demolition debris requirements and certification.
- 4. Prepare 50 percent drawings, technical specifications, and OPCC for up to 4,200 feet of water main for OWNER review using Construction Specification Institute format and incorporating Standard Specifications for Water and Sewer Main Construction in Illinois and OWNER's standards, where appropriate, for new water main along the Perinar Road and Caton Farm Road corridor within the project limits.
- Provide two copies of the 50 percent drawings to OWNER. 5.
- 6. Meet with OWNER to review 50 percent drawings. Incorporate OWNER's comments, as appropriate.
- Prepare Bidding Documents using Engineers Joint Contract Documents Committee C-700 7. Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings, permit applications, and OPCC and submit 90 percent Bidding Documents to OWNER for review.
- Meet with OWNER to discuss review 90 percent comments and incorporate OWNER's 8. comments as appropriate.
- Prepare and submit two copies of the application for construction permit with two copies of the 9. Bidding Documents to the IEPA for review and permitting.
- 10. Meet with OWNER to review IEPA comments.
- 11. Develop final Bidding Documents that include general notes; alignment, ties, and benchmarks; plan and profile; erosion control details; OWNER-provided standard details for construction; payement restoration details (as applicable); traffic control details (as applicable).
- 12. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
- Prepare addenda and answer questions during bidding. 13.
- 14. Attend bid opening, tabulate and analyze bid results, and assist OWNER in the award of the Construction Contract.
- Prepare three sets of Contract Documents for signature. 15.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided as noted.

City of Crest Hill Page 4 September 21, 2022

- Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings will 1. be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- 2. 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 through a separate agreement with OWNER.
- Construction-Related Services: Construction-related services for the project will require a 3. separate agreement with OWNER.
- Flood Studies: Any services involved in performing flood and floodway studies, if required, will 4. be provided through an amendment to this Agreement or through a separate agreement with OWNER.
- Preparation for and/or Appearance in Litigation on Behalf of OWNER: This type of service by 5. ENGINEER will be provided through a separate agreement with OWNER.
- Revising Designs, Drawings, Specifications, and Documents: Any services required after these 6. 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, will be provided through an amendment to this Agreement.
- Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is 7. not awarded pursuant to the original bids, any services of this type will be provided through an amendment to this Agreement.
- Well No. 10 Treatment Plant Rehabilitation: This type of service by ENGINEER will be 8. provided through a separate agreement with OWNER.

Compensation

OWNER shall compensate ENGINEER for Well No. 14 Design and Bidding-Related Services a lump sum of \$58,000.

OWNER shall compensate ENGINEER for Well No. 14 Raw Water Main Design and Bidding-Related Services a lump sum of \$100,000.

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 lump sum 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 lump sum that reflects any wage scale adjustments made.

The lump sum 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 Page 5 September 21, 2022

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of September 26, 2022. Services are scheduled for completion on March 31, 2023.

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

- Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to 1. this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
- Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this 2. Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, all of which ENGINEER may rely upon in performing Services under this Agreement.
- Provide access to the site as required for ENGINEER to perform Services under this Agreement. 3.
- Guarantee access to and make all provisions for ENGINEER to enter upon public and private 4. lands as required for ENGINEER to perform Services under this Agreement.
- Examine all reports, sketches, estimates, special provisions, drawings, and other documents 5. presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
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City of Crest Hill Page 6 September 21, 2022

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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.

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Third-Party Beneficiaries

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City of Crest Hill Page 7 September 21, 2022

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.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the **Scope of Services**. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

Corporate Secretary		Mayor		
Joseph M. Bunker	Date	Raymond R. Soliman	Date	
STRAND ASSOCIATES, INC	. ®	CITY OF CREST HILL		
ENGINEER:		OWNER:		
IN WITNESS WHEREOF the	parties hereto ha	ave made and executed this Agreem	ent.	



Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: To enter into an agreement with Core and Main to purchase, install, and

implement a fixed base water meter reading system.

Summary:

Staff is requesting Council to approve a contract with Core and Main to design/install/implement a fixed base water meter reading system as well as an agreement with Sensus for the use of their proprietary software for water reading. This is currently an expenditure in the FY23 Budget. Staff would be requesting a contract with Core and Main for a not to exceed amount of \$168,520.00. Below are the benefits of the fixed base water reading system.

Benefits of the fixed base water reading system:

- Two-way communication with all services in town. This will allow for final reads, automatic shut offs of our Alley meters as well as demand reads.
- Access to daily reports to help with customer service and water loss. Including service leaks
 (meters with continuous usage), consumption reporting (we can add the usage from our seven
 well meters and add all our meters in town and compare totals), High and low usage meters,
 meters with alarms that have been triggered (reverse flow, dry pipe, tamper, broken pipe, low
 battery), active and inactive meter totals.
- Zone usage. For example, we can divide Crest Hill into 4 quadrants. In each quadrant we place a virtual meter and add up all your meters in real time to compare the virtual meter. We may find that two quadrants show little water loss while the other two show thousands of gallons loss. This would allow us to put resources and time towards those two areas of town to reduce loss.
- Meters are read every hour. The system will give us an 18-month history of hourly reads. Along with giving us a usage read every hour, the system performs a "health check" of each meter. If a meter were to have an unforeseen issue such as a low battery or bad electrodes for example, the system will alert you that the meter needs to be replaced and warrantied. This is a much more proactive way of fixing an issue before it becomes a problem with a resident or business.
- The system works off a Sensus owned radio frequency. This is extremely important. Towns like
 Oak Forest and Evanston had systems that operated either on a cellular system or a third party
 frequency. In a cellular environment you may have 4G radios on all of your meters. When the
 cellular providers (Verizon, AT&T etc.) decide to move towards a new technology (5G) your

radios become obsolete and need replacing. In the end, this is probably the most important component of the system.

Once the AMI is up and running and we feel comfortable navigating the system, we can add all sorts of software and services. For example, we can add a customer portal. Customers can log onto their account and check their hourly usage if they have a question about their bill, set alerts sent to them if they reach a usage threshold.

Other options include putting a \$120 module on any city owned streetlights and controlling them through the same antenna reading your water meters. You can dim the lights, flash the lights in emergencies. Get an alert if a light is burnt out.

Another piece of software offered is a hidden revenue locator. This service monitors all of your meters in town and looks at trends and usage to see if a meter is under registering due to age etc. It will give us a projection of how much water you are under registering and give you a real dollar amount the city is losing.

While the AMI system is a very efficient and quick way to get your meter reads, it provides a lot more than that. The amount of data that will be at our fingertips is so much more than a once a month read in a drive by system. This will make our EPA reporting much more accurate and less of a guessing game.

Recommended Council Action:

To enter into an agreement with Core and Main to purchase, install, and implement a fixed base water meter reading system.

Financial Impact:

Funding Source: Water/Sewer

Budgeted Amount: \$900,000

Cost: \$168,520.00

Attachments:

Core and Main Agreement

Core and Main Quote



CITY OF CREST HILL, IL

Master Project Agreement

Core & Main LP 18900 82nd Avenue Mokena, IL 60448

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Master Project Agreement

This Master Project Agreement ("Agreement") dated as of July 20, 2022, (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and the City of Crest Hill, IL ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

- Purpose and Scope. The Parties have entered into this Agreement for the purpose of Core & Main providing TGB Installation to Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.
- Term. The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.
- Core & Main's Responsibilities. Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.
- 4. Client's Responsibilities. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.
- **Default of Client.** The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client's default.
- Default of Core & Main. The following events shall be considered events of default on the part of Core & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter continuously pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

159 1 of 35

- 7. Force Majeure. Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.
- **8.** Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.
 - 9. <u>Warranty</u>. The extent of the warranty to be provided by Core & Main is set forth in <u>Appendix B</u>.
 - **10. Indemnity.** Subject to Section 12 of this Agreement:
- (a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.
- (b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.
- 11. <u>Title and Risk of Loss</u>. Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.
- 12. <u>Liability</u>. Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. Insurance.

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1) General Liability \$1,000,000/occurrence, \$2,000,000 aggregate

(2) Automobile Liability \$1,000,000 combined single limit

(3) Worker's Compensation,

(4) Umbrella Liability \$5,000,000

- (b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.
- (c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.
- 14. <u>Safety.</u> Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

- 15. <u>Hazardous Materials</u>. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the hazardous materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.
- **Delays and Access.** In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.
- 17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Dispute Resolution.

- (a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.
- (b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.
- (c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State where Client has its principal office, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.
- 19. <u>Attorney's Fees.</u> In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.
- **20.** Assignability. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.
 - 21. <u>Notices</u>. All notices and communications related to this Agreement shall be made in following address:

If to Client: City of Crest Hill

1610 Plainfield Road Crest Hill, IL 60403

If to Core & Main: Core & Main LP

18900 82nd Ave. Mokena, IL 60448 With a copy to: Legal Department

Core & Main LP 1830 Craig Park Court St. Louis, MO 63146 Ph: (314) 432-4700 Fax: (314) 432-2550

- **22.** Binding Effect. Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.
- 23. <u>Modifications</u>. This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.
- **24.** Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.
- **25.** <u>Privacy.</u> The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-notice/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

	,	\mathcal{E}	,
"CORE & MAIN"			
CORE & MAIN LP			
By:			
Printed Name:			
Printed Title			
"CLIENT"			
CITY OF CREST HILL			
By:			
Printed Name:			

Printed Title



Appendix A

Project Scope

- 1. <u>Summary of Work.</u> The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in <u>Exhibit A-1</u>, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").
- 2. <u>Project Implementation Period</u>. The Project is projected to commence after Core & Main receives all materials required for the project and will be implemented over an approximate One (1) week period of time. Project completion is pending product availability.
- **Compensation.** Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to increase prices upon thirty (30) calendar days' notice to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within 30 days of the receipt of an invoice.

4. Installation Responsibilities of Core & Main.

- (a) <u>Project Installation</u>. Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.
- (b) <u>AMI Infrastructure Work.</u> Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.
- (c) <u>Disposal</u>. The Contractor will be responsible for the disposal of all waste, debris and materials from the installation of the Project.
- (d) <u>Certified Installers.</u> In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

5. Responsibilities of Client during Installation.

- (a) <u>Owner-Furnished Data</u>. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work.
- (b) <u>Access to Facilities and Property</u>. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.
- (c) <u>Client Cooperation</u>. Client support will be required during implementation of the Project to obtain access to infrastructure sites.
- (d) <u>Timely Review</u>. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.



Exhibit A-1

Project Pricing



Quotation

Date: City/Village of: Attn: February 22, 2022 Cresthill Mark Siefert

Subject: Cresthill 2022 Quotation for Sensus FlexNet AMI System

Product Infrastructure	Qty.	UNIT PRIC	E	EXTENSION
M400B Tower Gateway Basestation includes installation.	2	\$55,000.00	ea	\$110,000.00
Section Total:				\$110,000.00
Sensus Analytics SaaS Integration and Hosting Fees				
Sensus Analytics SA/RNI Set up Fee	1	\$15,750.00	one time	\$15,750.00
Sensus Analytics Billing Integration Fee	1	\$5,000.00	one time	\$5,000.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 1	1	\$24,420.00	annual	\$24,420.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 2	0	\$25,151.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 3	0	\$25,906.00	annual	\$0.00
Section Total:				\$45,170.00
Extended Warranties, Training, Management Fee				
Annual Infrastructure Maintenance Agreement Year 2	2	\$2,000.00	per M400	\$4,000.00
RNI Training (two days)	1	\$6,350.00	one time	\$6,350.00
Project Management Fee	1	\$3,000.00	one time	\$3,000.00
Section Total:				\$13,350.00
Overall Total:				\$168,520.00

NOTE:

- * Propogation study needed to determine Basestation required outside smartpoint installation.
- * Basestation Pricing includes installation and startup.
- * Basestation Pricing subject to change pending job site survey.
- * Pricing and installation does not include communication link between Basestation to (RNI).
- * Utility responsible to provide electric at Basestation.
- * Pricing does not include software interface to billing system.
- * Final project pricing shall be determined by actual quantities supplied and installed.
- * Final project pricing subject to change due to volatile market conditions.
- * Pricing does not include Payment/Performance Bond.

Prices are good until August 31, 2022. Delivery can be made based on manufacturer lead times. Our terms of payment are net thirty (30) days.

Sincerely,

Chad Capps Territory Manager

Exhibit A-2

Sensus Advanced Metering Infrastructure (AMI) Agreement



Software as a Service Agreement

between

City of Crest Hill ("Customer")

and Sensus USA Inc. ("<u>Sensus</u>")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 3 Years ("<u>Initial Term</u>"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 3 years, unless Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the Initial Term ("<u>Renewal Term</u>"). The "<u>Term</u>" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.	Customer: City of Crest Hill
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Contents of this Agreement:	
Agreement Exhibit A Software	

Exhibit B

Technical Support

Agreement

1.

General

Agreement Generally. The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

Software.

- Software as a Service (SaaS). Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services
- UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

Spectrum

Spectrum Lease. The parties previously entered into a spectrum manager lease on 1/1/2017 (the "Spectrum Lease"), which is hereby specifically incorporated by reference

Equipment.

- Purchase of Equipment. Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
- THERE ARE NO WARRANTIES IN THIS AGREEMENT. EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS. WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

Services.

- Installation of Equipment. Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
- Project Management. Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D Training. Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- IT Systems Integration Services. Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

- Infringement Indemnity. Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- Limitation of Liability. To the extent permitted by law and except for Sensus' indemnity obligations under this Agreement, Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- Termination. Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- Force Majeure. If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

E. Intellectual Property Rights.

- i. <u>Software and Materials</u>. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "<u>Sensus IP</u>"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. <u>Customer Data</u>. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "<u>Customer Data</u>" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
- Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. Data Privacy. Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. Confidentiality. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. Compliance with Laws. Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
 - i. Export Control Laws. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. Anti-Corruption Laws. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- Non-Waiver of Rights. A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other
 provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or
 provisions.
- J. Assignment and Sub-contracting. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. Amendments. No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. Acknowledgement of Events. The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. Severability. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. Four Corners. This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been

- signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "Confidential Information" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D "Field Devices" means the SmartPoint Modules
- E. "FlexNet Base Station" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. "FlexNet System" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. "Hosted Software" means those items listed as an Application in Exhibit A.
- "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and
 expenses incurred by Customer in installing, uninstalling and removing goods.
- J. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. "LCM" identifies the load control modules.
- L. "Ongoing Fee" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. "Permitted Use" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. "R100 Unit" identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. "Release" means both Updates and Upgrades.
- Q. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. "RF Field Equipment" means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. "RNI Software" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. "Service Territory" identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filling with the FCC.
- V. "Server Hardware" means the RNI hardware.
- W. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. "Software" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. "Updates" means releases of the Software that constitute a minor improvement in functionality.
- Z. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- · Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of: (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.
- C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. <u>Software as a Service</u> means <u>only</u> the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- iv. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
- (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- (c) Conduct period penetration testing of the network and data center facilities.
- (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
- (e) Perform anti-virus and Malware patch management on all systems.
- (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
- (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
- (i) Monitors industry regulation/standards regarding security NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
- (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. **Software as a Service** does not include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x (TMO - Total Non-Scheduled Downtime minutes in the Month)

ii. Calculations

- Targeted Minutes of Operation or TMO means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. Non-Scheduled Downtime means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. Exceptions. Exceptions mean the following events:
 - Force Majeure
 - · Emergency Work, as defined below; and
 - · Lack of Internet Availability, as described below.
 - a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("<u>Emergency Work</u>"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "<u>Managed Systems</u>"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. Lack of Internet Availability. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. System Availability. For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- i. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by

- Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not to allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommended steps to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. Regional Network Interface. The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - . Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - d. Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - # of unknown radios with drill down to the list of meters.

iii. Report Access

- a. Allows the user to see meter alarms and choose a report from a list of standard reports.
- b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
- c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
- d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
- e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
- Zero Consumption for Period: List meters whose readings do not change over a period of time.
- g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
- h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
- i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
- j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
- k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
- I. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
- m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
- n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access

- a. Initiate the creation of billing export files formatted to the import needs of the billing system.
- b. Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
- c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
- d. Will store created billing files for a period of three years unless otherwise denoted.
- e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor

The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store

- a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
- b. Stored data is available online for reports and analysis.
- c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- . Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.

ii. Alert Manager

- a. Allows creation of alert groups who will be notified when an alarm occurs.
- b. Users can manage alert groups by adding and removing group members.
- c. Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:
 - i. Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
 - iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
 - vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
 - vii. Customer Acknowledgements.
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux.If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription: End User License Agreement:

Red Hat Enterprise Linux http://www.redhat.com/licenses/rhel_rha_eula.html JBoss Enterprise Middleware http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1 Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. Afterhours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4 Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.
 - A. Severity Levels Description:
 - Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)	
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	 Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base. 	
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	 Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base. 	
3	1 Business Day	30 business days	Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into SalesForce Knowledge Base. Fix incorporated into future release.	

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit A-3

Statement of Work (Sale through VAR)

General Responsibilities:

Core & Main will:

- 1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
- 2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
- 3. Work with Sensus to commission the RNI hardware and software remotely.
- 4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
- 5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
- 6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

- 1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
- 2. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.
- 3. Perform all site preparation work for the RNI and BASESTATIONs.
- 4. Be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
- 5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
- 6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
- 7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
- 8. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

- 1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
- 2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
- 3. Work with Sensus to Test and verify proper network connectivity to access the BASESTATION.

Client will:

- 1. Purchase all needed FlexNet (RNI) computer equipment.
- 2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
- 3. Provide the necessary static IP addresses for the FlexNet system components.
- 4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
- 5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

- 1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
- 2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
- 3. Hire a competent contractor to install the antenna and related components.
- 4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
- 5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

- 1. Purchase the required number of BASESTATIONs.
- 2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
- 3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
- 4. Hire a certified electrician to connect all power to the BASESTATION.
- 5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
- 6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
- Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
- 8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
- 9. Be responsible to provide security at BASESTATION location.
- 10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs. per square inch.

- 11. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1 foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
- 12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
- 13. Be responsible for proper ground field at the BASESTATION site.
- 14. Be responsible for getting access/permission to any structure that is not owned by the Client.
- 15. Prepare the site for the BASESTATION by completing the below tasks:
 - a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
 - b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
 - c. Provide suitable antenna mounting structure such as a tower, monopole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - e. Outdoor site installation single phase 240 VAC 30-amp circuit from Meter bank to disconnect panel on BASESTATION
 - f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. per square inch.
 - g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

R100N / Remote Transceiver Responsibilities (if applicable)

Core & Main will:

- 1. Provide mounting brackets for installation.
- 2. Identify the optimum location to install the R100N Transceiver/Remote Transceiver and communicate those locations to Customer.
- 3. R100N Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of R100N Transceivers/Remote Transceivers is required to optimize system performance.

Customer will:

- 1. Install the R100N Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.
- 2. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power

- cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
- 3. Initiate, coordinate, and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
- 4. Provide adequate electricity to the R100N Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for R100N Transceiver/Remote Transceiver operations.
- 5. Be responsible for on-going maintenance and support of the equipment after installation.

Miscellaneous Responsibilities

Client will:

- 1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
- 2. Be responsible for applying for and purchasing any needed work permits.

Exhibit A-4

Propagation Study

© 2022 Microsoft Corporation © 2022 TomTom -airmont Forest Pa E IS eleis s Township Lockport V Pointe 0. Lake Estates Herritag Essex Autumn Lake Estates Winding Creek 26 of 35

FlexNet Design

Propagation Analysis

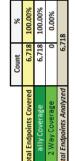
12327 - CREST HILL CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022

Proposed Site Details

Total Site Locations: 2 **Total Base station Counts:** 2 M400B2 = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: Outdoor





Endpoint Location



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

Base station and Meter Locations FlexNet Design

12327 - CREST HILL

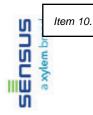
CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022

S evA 1911u Bruce Rd Lockport South Loc Forest Par osoft © 2022 Microsoft Corporation © 2022 TomTom Fairmont 15 eleis s 171 Old Statesville S State St Prison Township Lockport Stateville Correctional Center CUNNINGHAM NIN I Ingalls Ave Raynor Park Prairie Bluff Preserve Stateville Prison Caton Farm Rd Rockdale Junction W. N:M V Weber Rd W Renwick Rd Division Tower Pointe Larkins WREATH ACRES 4 Fox Meadow Coynes Lake Estates Crystal Lav Heritage BRIDAL 30 16th St Plainfield Rd Essex Erin Essing Autumn Lake Louis Joliet Mall Estates 52 aton Farm Rd Wexford Theodore St. Winding Creek colnyan ne Inc Arontage Rd NE Frontage Rd

LEGEND

Site Location

Endpoint Location



This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

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Item 10. SENSUS Residential with Trees Residential with few Trees Commercial Industrial Grassland Agriculture a xylem br Forested Dense Marsh Wetland Inland Water Transportation Open in Urban Airport Transpor Grassland Open in L Rural

High Density Urban

Core Urban

LEGEND

Site Location

FlexNet Design Base station and Clutter

12327 - CREST HILL CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. <u>Project Materials and Supplies</u>.

- (a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.
- (b) <u>Core & Main's Responsibility</u>. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

- (a) <u>General</u>. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "<u>Warranty Period</u>").
- (b) <u>Exclusive Remedy</u>. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.
- 3. <u>DISCLAIMER OF FURTHER WARRANTIES</u>. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

Sensus Base Station Protection Plan

The following information describes the features of the base station protection plan provided to FlexNet® communication network customers. The base station protection plan was created to provide customers assurance that their base stations are covered regardless of whether it is a maintenance issue or the need to be upgraded to meet minimum software and hardware operating requirements for Sensus products.

Participation and Coverage

Participation in the base station protection plan is strongly recommended. This recommendation is made so that all participating customers can benefit from this cost effective plan to meet support needs.

All customers are required to declare participation in this program at the time of the initial base station order. Customers will be required to purchase the base station protection plan in five (5) year increments. Customers will be issued a renewal notice approximately sixty (60) days prior to the expiration date for them to renew for a new five (5) year term. Invoices must be paid no later than thirty (30) days following the system anniversary date or the protection plan will be terminated. Customers who do not choose to renew during the renewal period cannot elect to participate once the renewal period has expired.

Coverage Terms

- Sensus will repair or replace defective parts
- Base stations will be upgraded to meet minimum requirements for operating Sensus products
- Protection plan includes labor in the repair, replacement or upgrades of base stations
- Access to technical support 24/7
- Defective parts will be repaired or replaced within five (5) business days once Technical Service
 has determined that the base station is unusable and that no workaround is available
- Upgrades to base stations will be completed by Sensus or their representatives once it has been determined that the hardware or operating software requires an upgrade to meet minimum operating requirements for Sensus products
- Includes base station re-certification, if required



Alternate Option

Because participation in this protection plan is not mandatory, there is an alternate option for customers who choose to not participate. The customer will be charged for any and all repair, replacement or upgrade related to hardware, software and labor. Standard rates for all hardware and services at the time of service will apply.

Further Information

If you would like further help or information concerning the protection plan, please contact your local Sensus representative, authorized distributor, or call 1-800 METER-IT (1-800-638-3748)

Notes

- Customers are responsible for monitoring hardware and software components of their FlexNet system and contacting Sensus when support is needed. The base station protection plan does not cover system monitoring on a continuous or ongoing basis
- Customer acknowledges that Sensus reserves the right to repair or replace malfunctioning equipment at its discretion and at Sensus choice of location - either at the customer site, Sensus manufacturing facility or other appropriate site determined by Sensus
- If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of the Force Majeure will be suspended during the continuance of that inability. The term "Force Majeure" means events beyond the reasonable control of Sensus, including, but not limited to, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, vandalism, illegal radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provide hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibition by any court, board, department, commission or agency of the United Sates or any States, any arrests and restraints, civil disturbances and explosions. Furthermore, the above services and support do not apply to products or software which have been: installed improperly or in non-recommended installations. Tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communications parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subject to misuse, improper storage, care, maintenance (including expired hardware and/or software maintenance) or improper periodic testing (collectively, "Exceptions".) If the applicable product satisfies any of the above Exceptions, the customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in the examination and/or repair or replacement of such products
- Does not include antenna, antenna cables or base station batteries
- Does not include costs associated with tower rental, electrical fees or site maintenance
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection
- Does not include adding additional base stations to assure network coverage and/or capacity
- Does not include upgrades for network capacity due to increased field devices or traffic requirements in the service territory

Terms and Trademarks

- "FlexNet base station" identifies the Sensus manufactured device consisting of one transceiver that receives readings from the SmartPoint® modules (either directly or via a repeater) by radio frequency and passes those reading to the RNI by TCP/IP backhaul communications. For clarity, FlexNet base stations include M400B2, M400DS, M400D and R100NA
- "SmartPoint" modules identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand response devices located at end user premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet base stations
- "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store and report data collected by the FlexNet bse station from the SmartPoint modules
- "Field Devices" refers to the SmartPoint modules
- "FlexWare Software" or "Sensus Software" identifies the Sensus RNI software or FlexNet base station software
- "Updates" means releases of the software or hardware that constitute a minor improvement in functionality
- "Upgrades" means release of the software or hardware which constitute a significant improvements in functionality or architecture of the software or hardware
- "Release" means both updates or upgrades
- "AMI System" identifies the Sensus FlexNet Advanced Metering Infrastructure (AMI) system comprised of the SmartPoint modules, RF equipment, server hardware, software licenses, FCC licenses and other equipment provided to the customer hereunder. The AMI system included the foregoing, as provided by Sensus. The AMI system does not include goods, equipment, software, licenses or rights provided by a third party or parties to this agreement.

This base station protection plan is supplemental to Sensus' published warranties available at www.sensus.com/tc. The goods and services outlined herein are valid upon Sensus' receipt of payments within the specified timeline as defined within Sensus payment terms and conditions.

All products purchased and service performed are subject to Sensus' terms of sale, available at either www.sensus.com/tc or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

For additional information concerning you base station protection plan, please contact your local Sensus representative, authorized distributor, or call: 1-800-METER-IT (1-800-638-3748).



Sensus AMI System Performance Warranty

CF-C-WAR-00-01-0

Item 10.

1. Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: http://na.sensus.com/TC/TermsConditions.pdf ("Terms of Sale").

- 2. Performance Warranty. The "Performance Warranty" is as follows:
 - A. Warranty. Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).
 - Limitations. The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

3. Performance Test Standards

A. Generally.

- i. The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- ii. Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- iii. Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

B. Route Read Success Test.

i. The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

(total # of Route Units in the applicable Route)

- If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within
- iii. Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.
- 4. THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
- SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.

6. Limitation of Liability.

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

7. Definitions

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. "AMI System" identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- "Available Meter" means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/ or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. "Billing Window" for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- "Customer" means the entity that purchases goods and/or services directly from Sensus.
- E. "Effective Date" means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. "Endpoints" mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. "Force Majeure" means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- "In/Out Costs" means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. "Meter Data" means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/ or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. "Ongoing fees" means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.

- L. "Recurrent RF Field Equipment Fees" means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. "Required RF Field Equipment" means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- "RF Field Equipment" means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. "Service Territory" identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. "Spectrum Lease Agreement" means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. "Success Percentage" means, of the covered meters in the propagation study, 98.5%
- S. "Test Equipment" means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. "Test Units" means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
 - "Unavailable Meters" include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/ or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket; Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. "Utility Customer" means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. "Warranty End Date" means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.





Quotation

Date: City/Village of: Attn: February 22, 2022 Cresthill Mark Siefert

Subject: Cresthill 2022 Quotation for Sensus FlexNet AMI System

Product Infrastructure	Qty.	UNIT PRIC	CE	EXTENSION
M400B Tower Gateway Basestation includes installation.	2	\$55,000.00	ea	\$110,000.00
Section Total:				\$110,000.00
Sensus Analytics SaaS Integration and Hosting Fees				
Sensus Analytics SA/RNI Set up Fee	1	\$15,750.00	one time	\$15,750.00
Sensus Analytics Billing Integration Fee	1	\$5,000.00	one time	\$5,000.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 1	1	\$24,420.00	annual	\$24,420.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 2	0	\$25,151.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 3	0	\$25,906.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 4	0	\$26,683.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 5	0	\$27,483.00	annual	\$0.00
Section Total:				\$45,170.00
Extended Warranties, Training, Management Fee				
Annual Infrastructure Maintenance Agreement Year 2	2	\$2,000.00	per M400	\$4,000.00
RNI Training (two days)	1	\$6,350.00	one time	\$6,350.00
Project Management Fee	1	\$3,000.00	one time	\$3,000.00
Section Total:				\$13,350.00
Overall Total:				\$168,520.00

NOTE:

- * Propogation study needed to determine Basestation required outside smartpoint installation.
- * Basestation Pricing includes installation and startup.
- * Basestation Pricing subject to change pending job site survey.
- * Pricing and installation does not include communication link between Basestation to (RNI).
- * Utility responsible to provide electric at Basestation.
- * Pricing does not include software interface to billing system.
- * Final project pricing shall be determined by actual quantities supplied and installed.
- * Final project pricing subject to change due to volatile market conditions.
- * Pricing does not include Payment/Performance Bond.

Prices are good until August 31, 2022. Delivery can be made from stock to within sixteen (16) weeks from receipt of your purchase order. Our terms of payment are net thirty (30) days.

Sincerely,

Chad Capps
Territory Manager



Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: To enter into an agreement with Sensus for use of their Automatic Meter

reading equipment software

Summary:

Staff is requesting Council to approve a contract with Core and Main to design/install/implement a fixed base water meter reading system as well as an agreement with Sensus for the use of their proprietary software for water reading. This is currently an expenditure in the FY23 Budget. Staff would be requesting a contract with Core and Main for a not to exceed amount of \$168,520.00. Below are the benefits of the fixed base water reading system.

Benefits of the fixed base water reading system:

- Two-way communication with all services in town. This will allow for final reads, automatic shut offs of our Alley meters as well as demand reads.
- Access to daily reports to help with customer service and water loss. Including service leaks
 (meters with continuous usage), consumption reporting (we can add the usage from our seven
 well meters and add all our meters in town and compare totals), High and low usage meters,
 meters with alarms that have been triggered (reverse flow, dry pipe, tamper, broken pipe, low
 battery), active and inactive meter totals.
- Zone usage. For example, we can divide Crest Hill into 4 quadrants. In each quadrant we place a virtual meter and add up all your meters in real time to compare the virtual meter. We may find that two quadrants show little water loss while the other two show thousands of gallons loss. This would allow us to put resources and time towards those two areas of town to reduce loss.
- Meters are read every hour. The system will give us an 18-month history of hourly reads. Along with giving us a usage read every hour, the system performs a "health check" of each meter. If a meter were to have an unforeseen issue such as a low battery or bad electrodes for example, the system will alert you that the meter needs to be replaced and warrantied. This is a much more proactive way of fixing an issue before it becomes a problem with a resident or business.
- The system works off a Sensus owned radio frequency. This is extremely important. Towns like
 Oak Forest and Evanston had systems that operated either on a cellular system or a third party
 frequency. In a cellular environment you may have 4G radios on all of your meters. When the
 cellular providers (Verizon, AT&T etc.) decide to move towards a new technology (5G) your

radios become obsolete and need replacing. In the end, this is probably the most important component of the system.

Once the AMI is up and running and we feel comfortable navigating the system, we can add all sorts of software and services. For example, we can add a customer portal. Customers can log onto their account and check their hourly usage if they have a question about their bill, set alerts sent to them if they reach a usage threshold.

Other options include putting a \$120 module on any city owned streetlights and controlling them through the same antenna reading your water meters. You can dim the lights, flash the lights in emergencies. Get an alert if a light is burnt out.

Another piece of software offered is a hidden revenue locator. This service monitors all of your meters in town and looks at trends and usage to see if a meter is under registering due to age etc. It will give us a projection of how much water you are under registering and give you a real dollar amount the city is losing.

While the AMI system is a very efficient and quick way to get your meter reads, it provides a lot more than that. The amount of data that will be at our fingertips is so much more than a once a month read in a drive by system. This will make our EPA reporting much more accurate and less of a guessing game.

Recommended Council Action:

To enter into an agreement with Sensus for use of their Automatic Meter reading equipment software.

Financial Impact:

Funding Source: N/A

Budgeted Amount:

Cost:

Attachments:

Sensus Agreement



CITY OF CREST HILL, IL

Master Project Agreement

Core & Main LP 18900 82nd Avenue Mokena, IL 60448

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Master Project Agreement

This Master Project Agreement ("Agreement") dated as of July 20, 2022, (the "Effective Date") between Core & Main LP, a Florida limited partnership ("Core & Main"), and the City of Crest Hill, IL ("Client"). Core & Main and Client may be referred to herein individually as a "Party," and jointly as the "Parties."

- 1. Purpose and Scope. The Parties have entered into this Agreement for the purpose of Core & Main providing TGB Installation to Client (the "Project"). Core & Main agrees to undertake the necessary work required for the completion of Core & Main's obligations under this Agreement, including providing materials and any installation or services as specified in Appendix A (the "Work"). Client agrees to undertake all of its obligations that are identified and to pay Core & Main in the manner contemplated by this Agreement.
- 2. <u>Term.</u> The Term of this Agreement shall begin on the Effective Date and, unless earlier terminated in the manner contemplated by this Agreement, shall endure for the period specified in Appendix A.
- 3. <u>Core & Main's Responsibilities</u>. Core & Main shall provide all Work as described in this Agreement. Without limiting the generality of the foregoing, Core & Main shall maintain supervision of all its subcontractors. Any work or services beyond the scope of the Work agreed to herein shall not be considered as part of this Agreement. There shall be no implied or verbal agreements between the Parties relating to the subject matter of this Agreement.
- 4. <u>Client's Responsibilities</u>. Client shall be responsible for cooperating with Core & Main, providing accurate information in a timely manner, and making payment in a timely manner for Work performed. Client shall designate a representative who will be fully acquainted with the Work and will be reasonably accessible to Core & Main and its subcontractors and will have the authority to make decisions on behalf of Client. Client shall provide to Core & Main and its subcontractors all information regarding legal limitations, utility locations and other information reasonably pertinent to this Agreement and the Project. Client shall be required to give prompt notice should it become aware of any fault or defect in the Project.
- 5. <u>Default of Client</u>. The following events shall be considered events of Default of Client: (a) The failure of Client to make payments to Core & Main in accordance with the terms of this Agreement; (b) any representation or warranty provided by Client that proves to be materially false or misleading when made; (c) Client becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Client as insolvent or bankrupt be filed; (d) any failure of Client to comply with or perform according to the terms of this Agreement or to correct such failure to perform within thirty (30) days of receipt of written notice from Core & Main. If an event of Default by Client occurs, Core & Main will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination, plus damages and costs incurred as a result of Client's default.
- & Main: (a) the failure of Core & Main to deliver its Work free and clear of any lien or encumbrance by any subcontractor, laborer, materialman, or other creditor of Core & Main; (b) Core & Main becomes insolvent, or makes an assignment for the benefit of creditors, or should a voluntary or involuntary petition in bankruptcy or a reorganization or any adjudication of Core & Main as insolvent or bankrupt be filed; (c) any representation or warranty (excluding a warranty as contemplated by Section 9 of this Agreement) provided by Core & Main that proves to be materially false or misleading when made, (d) any failure of Core & Main to comply with or perform according to the terms of this Agreement or to commence efforts to correct such failure to perform within thirty (30) days of notice from Client, and thereafter continuously pursue correction. In the event of default by Core & Main, Client will have the right to cancel this Agreement and to terminate immediately all Work hereunder without further obligation except the Client will be obligated to pay for Work performed through the date of termination. Additionally, Client will be entitled to recover the documented excess actual and direct costs of procuring the Work hereunder through alternate sources provided that Client makes efforts to reasonably mitigate such actual and direct costs.

- 7. Force Majeure. Neither Core & Main nor Client shall be responsible to each other for damage or delay that arise from Force Majeure, including but not limited to conditions beyond the reasonable control, and not the result of the fault of the impacted Party, including, without limitation acts of God, storms, extraordinary weather, epidemic or pandemic, acts of government units, strikes or labor disputes, fire, explosions, thefts, vandalism, riots, acts of war or terrorism, non-price related unavailability of materials required for the Project, and unavailability of fuel.
- **8.** Taxes, Permits, and Fees. Core & Main shall be responsible for obtaining all permits and related permit fees associated with the Project. The Client must disclose any known fees in advance of contract signing. Client shall pay sales, use, consumer, and like taxes when applicable, as well as any tariffs relating to the materials to be provided hereunder. Client shall be responsible for securing at its sole expense any other necessary approvals, easements, assessments, or required zoning changes. Core & Main shall be responsible for all taxes measured by Core & Main's income.
 - 9. Warranty. The extent of the warranty to be provided by Core & Main is set forth in Appendix B.
 - **10. Indemnity.** Subject to Section 12 of this Agreement:
- (a) Except as otherwise expressly provided in Section 10(b) below, Client assumes all liability and risk associated with the use, operation, and storage of any materials and equipment in its custody and control and for property damage, injuries, or deaths associated with or arising out of the use and operation of the Project by Client, except to the extent said damage, injury, or death is the direct result of Core & Main, its employees, and agents.
- (b) Core & Main agrees to indemnify, defend and hold Client, its officers and employees harmless from actual and direct losses and damages sustained by Client arising from (a) third party claims to the extent caused by the gross negligence or intentional misconduct of Core & Main, (b) breach of this Agreement or (c) violation of law. To the extent Client has paid Core & Main for its Work, Core & Main shall indemnify and hold Client and its officers and employees harmless from all claims for payment of subcontractors or materialmen hired by Core & Main for Work relating to the Project.
- 11. <u>Title and Risk of Loss</u>. Title and risk of loss for materials and equipment will pass to Client upon delivery to Client at Client's location. If materials are not delivered to Client's location, or if Core & Main is responsible for installation of materials and equipment prior to delivery to Client, then title and risk of loss for materials and equipment will pass to Client upon installation.
- 12. <u>Liability</u>, Core & Main's liability under this Agreement shall not exceed the amounts paid to Core & Main by Client hereunder. NEITHER CORE & MAIN NOR CLIENT SHALL BE RESPONSIBLE TO EACH OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR SPECIAL DAMAGES RESULTING IN ANY FORM FROM THE PROJECT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT, OR OTHERWISE.

13. Insurance.

(a) During the Term of this Agreement Core & Main will procure and maintain at its own expense the following insurance coverage:

(1) General Liability \$1,000,000/occurrence, \$2,000,000 aggregate

(2) Automobile Liability \$1,000,000 combined single limit

(3) Worker's Compensation,

(4) Umbrella Liability \$5,000,000

- (b) Core & Main will add Client as an additional insured on the above policies except Workers' Compensation. Core & Main shall provide a certificate of insurance evidencing the above coverage. Notice of cancellation will be provided 30 days in advance.
- (c) Core & Main will require its Subcontractors to provide a certificate of insurance evidencing coverage acceptable to Core & Main, and to include Client and Core & Main as additional insureds.
- 14. <u>Safety.</u> Core & Main shall have the primary responsibility for all safety precautions and programs necessary to complete its Work associated with the Project. Core & Main agrees to comply with all applicable regulations,

ordinances, and laws relating to safety. It shall be the responsibility of Client, however, to assure that the sites controlled by Client at which Core & Main is expected to perform its Work are safe sites.

- 15. <u>Hazardous Materials</u>. The Project and the Work expressly excludes any Work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances. Client warrants and represents that, to the best of Client's knowledge, there is no asbestos or other hazardous materials in the Project premises in areas that Core & Main shall be required to perform work that in any way will affect Core & Main's ability to complete the Project. If Core & Main is made aware or suspects the presence of hazardous materials, Core & Main reserves the right to stop work in the affected area and shall immediately notify Client. It shall remain Client's responsibility to correct the condition to comply with local and federal standards and regulations. Client shall remain responsible for any Claims that result from the presence of the hazardous materials. Client is responsible for proper disposal of all hazardous materials, including but not limited to lithium batteries.
- 16. Delays and Access. In the event of any delay, including but not limited to Force Majeure or delays caused by Client, Core & Main will notify Client in writing of the existence and nature of the delay. Client and Core & Main will then mutually agree upon any new completion dates, and pricing or payment terms for the Work contemplated by this Agreement. Nothing in the foregoing sentence shall be deemed to relieve Client from its obligation to provide Core & Main and its subcontractors reasonable and safe access to facilities that are necessary for Core & Main to complete the Work.
- 17. Compliance. Core & Main and Client will comply with all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any governmental bodies, agencies, authorities, and courts having jurisdiction.

18. Dispute Resolution.

- (a) The Parties will attempt in good faith to resolve through negotiation any dispute, claim or controversy arising out of or relating to this Agreement. Either Party may initiate negotiations by providing written notice to the other Party, setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within three business days from receipt with a statement of its position on, and recommended solution to, the dispute. Thereafter the Parties will attempt to resolve the dispute through negotiations conducted in good faith. If the dispute is not resolved by these negotiations within 15 business days following the date of the initial written notice, the matter will be resolved in accordance with Section 18(b) below.
- (b) The Parties agree that in the event any dispute between them relating to this Agreement is not resolved under Section 18(a) above, exclusive jurisdiction shall be in the trial courts located within the county of the State in which Client has its principal office, any objections as to jurisdiction or venue in such court being expressly waived. BOTH CLIENT AND CORE & MAIN HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATIONS, ADMINISTRATION, PERFORMANCE OR ENFORCEMENT THEREOF.
- (c) All disputes arising out of this Agreement shall be governed by, and construed in accordance with, the laws of the State where Client has its principal office, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State or any other jurisdiction) that would cause the application hereto of the laws of any jurisdiction other than the laws of the State.
- 19. <u>Attorney's Fees.</u> In the event of any litigation between Parties hereto arising from or with respect to this Agreement, the Parties will each bear their own attorneys' fees and costs of the action.
- **20.** Assignability. Neither Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent.
 - 21. <u>Notices</u>. All notices and communications related to this Agreement shall be made in following address:

If to Client: City of Crest Hill

1610 Plainfield Road Crest Hill, IL 60403

If to Core & Main: Core & Main LP

18900 82nd Ave. Mokena, IL 60448 With a copy to: Legal Department

Core & Main LP 1830 Craig Park Court St. Louis, MO 63146 Ph: (314) 432-4700

Fax: (314) 432-2550

- **22.** <u>Binding Effect.</u> Client and Core & Main each represent and warrant to the other that this Agreement has been duly authorized, executed and delivered by such Party and constitutes a legal, valid and binding agreement enforceable against such Party in accordance with its terms.
- 23. <u>Modifications</u>. This Agreement shall not be modified in any respect except by a written document signed and agreed to by both Core & Main and Client.
- **24.** Severability. Any term or provision found to be prohibited by law or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without, to the extent reasonably possible, invalidating the remainder of this Agreement.
- **25.** <u>Privacy.</u> The Privacy Policy of Core & Main may be accessed at the following URL: www.coreandmain.com/privacy-notice/.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

·
"CORE & MAIN"
CORE & MAIN LP
By:
Printed Name:
Printed Title
"CLIENT"
CITY OF CREST HILL
By:
Printed Name:

Printed Title



Appendix A

Project Scope

- 1. <u>Summary of Work.</u> The Summary of Work for the Project contemplated hereunder consists of providing and installing (if applicable) all Project materials and equipment as listed in <u>Exhibit A-1</u>, and management of the installation process (if applicable) within the geographic area defined in the propagation study or such other geographic area as otherwise defined herein (the "Utility Service Area").
- 2. <u>Project Implementation Period</u>. The Project is projected to commence after Core & Main receives all materials required for the project and will be implemented over an approximate One (1) week period of time. Project completion is pending product availability.
- **Compensation.** Client agrees to pay Core & Main for the Work as described in Exhibit A-1 and additionally for each supplemental item as required by Client and agreed by the parties. Core & Main reserves the right to increase prices upon thirty (30) calendar days' notice to address factors beyond its control, including but not limited to government regulations or tariffs. Client will make payment to Core & Main within 30 days of the receipt of an invoice.

4. Installation Responsibilities of Core & Main.

- (a) <u>Project Installation</u>. Core & Main agrees to perform the Work in accordance with Client's specifications that are attached hereto during the Project Implementation Period specified above. Core & Main will be responsible for installing the Project according to manufacturer standards and such local standards, if any, as are attached hereto.
- (b) <u>AMI Infrastructure Work.</u> Core & Main will install any infrastructure included in Exhibit A-1 as specified in the attached Statement of Work. The Statement of Work identifies responsibilities of Core & Main and Client associated with the installation of the infrastructure. Client agrees to perform the responsibilities of Client as set forth in the Statement of Work.
- (c) <u>Disposal</u>. The Contractor will be responsible for the disposal of all waste, debris and materials from the installation of the Project.
- (d) <u>Certified Installers.</u> In the event this Agreement includes gas or electric meters or should local laws dictate, Core & Main will ensure that the meter installers are certified by the governing board as required.

5. Responsibilities of Client during Installation.

- (a) <u>Owner-Furnished Data</u>. Client shall provide Core & Main all technical data and information in Client's possession, including previous reports, maps, surveys, necessary for Core & Main to perform the Work.
- (b) <u>Access to Facilities and Property</u>. Client shall make its system facilities and properties available and accessible for inspection by Core & Main and its subcontractors.
- (c) <u>Client Cooperation</u>. Client support will be required during implementation of the Project to obtain access to infrastructure sites.
- (d) <u>Timely Review</u>. The Client shall examine all invoices and inspect all completed work by Core & Main in a timely manner. In the event that Client fails to make timely payment to Core & Main as a result of Client's delay in inspecting the Work or processing Core & Main's invoice, Core & Main reserves the right to suspend further work without penalty until such time as payment is made. The project completion date will be extended for the same duration of any such delay and suspension of Work.



Exhibit A-1

Project Pricing



Quotation

Date: City/Village of: Attn: February 22, 2022 Cresthill Mark Siefert

Subject: Cresthill 2022 Quotation for Sensus FlexNet AMI System

Product Infrastructure	Qty.	UNIT PRIC	E	EXTENSION
M400B Tower Gateway Basestation includes installation.	2	\$55,000.00	ea	\$110,000.00
Section Total:				\$110,000.00
Sensus Analytics SaaS Integration and Hosting Fees				
Sensus Analytics SA/RNI Set up Fee	1	\$15,750.00	one time	\$15,750.00
Sensus Analytics Billing Integration Fee	1	\$5,000.00	one time	\$5,000.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 1	1	\$24,420.00	annual	\$24,420.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 2	0	\$25,151.00	annual	\$0.00
Annual Sensus Analytics SA/RNI Hosting Fee 6.5K Services Year 3	0	\$25,906.00	annual	\$0.00
Section Total:				\$45,170.00
Extended Warranties, Training, Management Fee				
Annual Infrastructure Maintenance Agreement Year 2	2	\$2,000.00	per M400	\$4,000.00
RNI Training (two days)	1	\$6,350.00	one time	\$6,350.00
Project Management Fee	1	\$3,000.00	one time	\$3,000.00
Section Total:				\$13,350.00
Overall Total:				\$168,520.00

NOTE:

- * Propogation study needed to determine Basestation required outside smartpoint installation.
- * Basestation Pricing includes installation and startup.
- * Basestation Pricing subject to change pending job site survey.
- * Pricing and installation does not include communication link between Basestation to (RNI).
- * Utility responsible to provide electric at Basestation.
- * Pricing does not include software interface to billing system.
- * Final project pricing shall be determined by actual quantities supplied and installed.
- * Final project pricing subject to change due to volatile market conditions.
- * Pricing does not include Payment/Performance Bond.

Prices are good until August 31, 2022. Delivery can be made based on manufacturer lead times. Our terms of payment are net thirty (30) days.

Sincerely,

Chad Capps Territory Manager

Exhibit A-2

Sensus Advanced Metering Infrastructure (AMI) Agreement



Software as a Service Agreement

between

City of Crest Hill ("Customer")

and Sensus USA Inc. ("<u>Sensus</u>")

IN WITNESS WHEREOF, the parties have caused this Software as a Service ("Agreement") to be executed by their duly authorized representatives as of the day and year written below. The date of the last party to sign is the "Effective Date."

This Agreement shall commence on the Effective Date and continue for/until: 3 Years ("<u>Initial Term</u>"). At the end of the Initial Term, this Agreement shall automatically renew for an additional term of 3 years, unless Customer provides written notice to Sensus of its desire to not renew the Agreement one hundred twenty (120) days before the end of the Initial Term ("<u>Renewal Term</u>"). The "<u>Term</u>" shall refer to both the Initial Term and the Renewal Term.

Sensus USA Inc.	Customer: City of Crest Hill
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Contents of this Agreement:	
Agreement Exhibit A Software	

Exhibit B

Technical Support

Agreement

1.

General

Agreement Generally. The scope of this Agreement includes usage terms for Sensus' hosted Software solution, technical support, and supporting terms and conditions for an advanced metering infrastructure solution that Customer will purchase from Sensus' authorized distributor. Customer is not paying Sensus directly for the services provided by Sensus under the Agreement; rather, Customer shall pay Sensus' authorized distributor pursuant to a separate agreement between Customer and such authorized distributor.

Software.

- Software as a Service (SaaS). Sensus shall provide Customer with Software as a Service, as defined in Exhibit A, only so long as Customer is current in its payments for such services
- UCITA. To the maximum extent permitted by law, the Parties agree that the Uniform Computer Information Transaction Act as enacted by any state shall not apply, in whole or in part, to this Agreement.

Spectrum

Spectrum Lease. The parties previously entered into a spectrum manager lease on 1/1/2017 (the "Spectrum Lease"), which is hereby specifically incorporated by reference

Equipment.

- Purchase of Equipment. Customer shall purchase all Field Devices, RF Field Equipment, and other goods (collectively, "Equipment") from Sensus' authorized distributor pursuant to the terms and conditions (including any warranties on such Equipment) agreed by Customer and Sensus' authorized distributor. This Agreement shall not affect any terms and conditions, including any warranty terms, agreed by Customer and Sensus' authorized distributor. If Customer elects to purchase any equipment or services directly from Sensus, or if Customer pays any fees or other costs to Sensus, then Sensus' Terms of Sale shall apply. The "Terms of Sale" are available at: https://www.sensus.com/tc, or 1-800-METER-IT
- THERE ARE NO WARRANTIES IN THIS AGREEMENT. EXPRESS OR IMPLIED. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS. WARRANTIES AND/OR CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.

Services.

- Installation of Equipment. Installation services for Field Devices, other goods, and RF Field Equipment will be as agreed between the Customer and Sensus' authorized distributor. Sensus will not provide installation services pursuant to this Agreement
- B. **Technical Support**. Sensus shall provide Customer the technical support set forth in Exhibit B.
- Project Management. Sensus' authorized distributor will provide project management services to Customer. Any project management of the FlexNet System provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- D Training. Sensus' authorized distributor will provide Customer with training on the use of the FlexNet System. Any training provided by Sensus shall be subject to a separate agreement which describes the scope and pricing for such work.
- IT Systems Integration Services. Except as may otherwise be provided herein, integration of the Software into Customer's new or existing internal IT systems is not included in this Agreement. Any integration work shall be subject to a separate agreement which describes the scope and pricing for such work.

- Infringement Indemnity. Sensus shall indemnify and hold harmless Customer from and against any judgment by a court of competent jurisdiction or settlement reached from any litigation instituted against Customer in the United States by a third party which alleges that the FlexNet System provided hereunder infringes upon the patents or copyrights of such third party, provided that Sensus shall have the right to select counsel in such proceedings and control such proceedings. Notwithstanding the foregoing, Sensus shall have no liability under this indemnity unless Customer cooperates with and assists Sensus in any such proceedings and gives Sensus written notice of any claim hereunder within fourteen (14) days of receiving it. Further, Sensus shall have no liability hereunder if such claim is related to; (i) any change, modification or alteration made to the FlexNet System by Customer or a third party, (ii) use of the FlexNet System in combination with any goods or services not provided by Sensus hereunder, (iii) Customer's failure to use the most recent version of the Software or to otherwise take any corrective action as reasonably directed by Sensus, (iv) compliance by Sensus with any designs, specifications or instructions provided by Customer or compliance by Sensus with an industry standard, or (v) any use of the FlexNet System other than for the Permitted Use. In the event the FlexNet System is adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Sensus, the FlexNet System is likely to become the subject of an infringement claim, Sensus, at its sole discretion and expense, may; (i) procure for Customer the right to continue using the FlexNet System or (ii) modify or replace the FlexNet System so that it becomes non-infringing. THIS SECTION STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SENSUS' ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.
- Limitation of Liability. To the extent permitted by law and except for Sensus' indemnity obligations under this Agreement, Sensus' aggregate liability in any and all causes of action arising under, out of or in relation to this Agreement, its negotiation, performance, breach or termination (collectively "Causes of Action") shall not exceed the greater of; (a) the total amount paid by Customer directly to Sensus under this Agreement; or (b) ten thousand US dollars (USD 10,000.00). This is so whether the Causes of Action are in tort, including, without limitation, negligence or strict liability, in contract, under statute or otherwise. As separate and independent limitations on liability, Sensus' liability shall be limited to direct damages. Sensus shall not be liable for; (i) any indirect, incidental, special or consequential damages; nor (ii) any revenue or profits lost by Customer or its Affiliates from any End User(s), irrespective whether such lost revenue or profits is categorized as direct damages or otherwise; nor (iii) any In/Out Costs; nor (v) damages arising from maincase or bottom plate breakage caused by freezing temperatures, water hammer conditions, or excessive water pressure. The limitations on liability set forth in this Agreement are fundamental inducements to Sensus entering into this Agreement. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law.
- Termination. Either party may terminate this Agreement earlier if the other party commits a material breach of this Agreement and such material breach is not cured within forty-five (45) days of written notice by the other party. Upon any expiration or termination of this Agreement, Sensus' and Customer's obligations hereunder shall cease and the software as a service and Spectrum Lease shall immediately cease.
- Force Majeure. If either party becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this Agreement, the obligations affected by the event of Force Majeure will be suspended during the continuance of that inability. The party affected by the force majeure will take reasonable steps to mitigate the Force Majeure.

E. Intellectual Property Rights.

- i. <u>Software and Materials</u>. No Intellectual Property is assigned to Customer hereunder. Excluding Customer Data, Sensus shall own or continue to own all right, title, and interest in and to the Intellectual Property associated with the Software and related documentation, including any derivations and/or derivative works (the "<u>Sensus IP</u>"). To the extent, if any, that any ownership interest in and to such Sensus IP does not automatically vest in Sensus by virtue of this Agreement or otherwise, and instead vests in Customer, Customer agrees to grant and assign and hereby does grant and assign to Sensus all right, title, and interest that Customer may have in and to such Sensus IP. Customer agrees not to reverse engineer any Sensus Products purchased or provided hereunder.
- ii. <u>Customer Data</u>. Notwithstanding the prior paragraph, as between Customer and Sensus, Customer remains the owner of all right, title or interest in or to any Customer Data. "<u>Customer Data</u>" means solely usage data collected by the Field Devices. To avoid doubt, Customer Data does not include non-End User usage data collected by the Field Devices, Software, or FlexNet System, such as network and equipment status information or the like.
- iii. Consent to Use of Customer Data. Customer hereby irrevocably grants to Sensus a royalty-free, non-exclusive, irrevocable right and license to access, store, and use such Customer Data and any other data or information provided to Sensus, to (1) provide the Service; (2) analyze and improve the Service; (3) analyze and improve any Sensus equipment or software; or (4) for any other internal use. As used herein, "Service" means Sensus' obligations under this Agreement.
- iv. Access to Customer Data. Within 45 days of Customer's written request, Sensus will provide Customer a copy of the previous 24 months CMEP interval file and deliver the file to a drop location specified by Customer.
- F. Data Privacy. Customer acknowledges that Sensus and its Affiliates (collectively, "Xylem") will collect and process personal data for the purposes outlined in this Agreement. Xylem's data privacy policy is available at https://www.xylem.com/en-us/support/privacy/. Customer acknowledges that it has read and understood Xylem's privacy policy and agrees to the use of personal data outlined therein. The collection and use of personal data by Customer is Customer's responsibility.
- G. Confidentiality. Except as may be required under applicable law, court order, or regulation, or to the extent required to perform and enforce this Agreement, both parties shall (and shall cause their employees and contractors to) keep all Confidential Information strictly confidential and shall not disclose it to any third party. The Confidential Information may be transmitted orally, in writing, electronically or otherwise observed by either party. Notwithstanding the foregoing, "Confidential Information" shall not include; (i) any information that is in the public domain other than due to Recipient's breach of this Agreement; (ii) any information in the possession of the Recipient without restriction prior to disclosure by the Discloser; or (iii) any information independently developed by the Recipient without reliance on the information disclosed hereunder by the Discloser. "Discloser" means either party that discloses Confidential Information, and "Recipient" means either party that receives it.
- H. **Compliance with Laws.** Customer shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented. Customer shall not take any action, or permit the taking of any action by a third party, which may render Sensus liable for a violation of applicable laws.
 - i. Export Control Laws. Customer shall; (i) comply with all applicable U.S. and local laws and regulations governing the use, export, import, re-export, and transfer of products, technology, and services; and (ii) obtain all required authorizations, permits, and licenses. Customer shall immediately notify Sensus, and immediately cease all activities with regards to the applicable transaction, if the Customer knows or has a reasonable suspicion that the equipment, software, or services provided hereunder may be directed to countries in violation of any export control laws. By ordering equipment, software or services, Customer certifies that it is not on any U.S. government export exclusion list.
 - ii. Anti-Corruption Laws. Customer shall comply with the United States Foreign Corrupt Practices Act (FCPA), 15 U.S.C. §§ 78dd-1, et seq.; laws and regulations implementing the OECD's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; the U.N. Convention Against Corruption; the Inter-American Convention Against Corruption; and any other applicable laws and regulations relating to anti-corruption in the Customer's country or any country where performance of this Agreement, or delivery or use of equipment, software or services will occur.
- Non-Waiver of Rights. A waiver by either party of any breach of this Agreement or the failure or delay of either party to enforce any of the articles or other
 provisions of this Agreement will not in any way affect, limit or waive that party's right to enforce and compel strict compliance with the same or other articles or
 provisions.
- J. Assignment and Sub-contracting. Either party may assign, transfer or delegate this Agreement without requiring the other party's consent; (i) to an Affiliate; (ii) as part of a merger; or (iii) to a purchaser of all or substantially all of its assets. Apart from the foregoing, neither party may assign, transfer or delegate this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Furthermore, Customer acknowledges Sensus may use subcontractors to perform RF Field Equipment installation, the systems integration work (if applicable), or project management (if applicable), without requiring Customer's consent.
- K. Amendments. No alteration, amendment, or other modification shall be binding unless in writing and signed by both Customer and by a vice president (or higher) of Sensus.
- L. Governing Law and Dispute Resolution. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Illinois. Any and all disputes arising under, out of, or in relation to this Agreement, its negotiation, performance or termination ("Disputes") shall first be resolved by mediation between the Parties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO A BENCH TRIAL AND THAT THERE SHALL BE NO JURY IN ANY DISPUTES.
- M. Acknowledgement of Events. The parties acknowledge and agree that the global COVID-19 pandemic ("COVID-19") is ongoing, dynamic, unpredictable, and as such may impact the ability of Sensus to meet its obligations under this Agreement. The parties agree that, for so long as there is an impact of COVID-19 on Sensus' performance, all performance efforts by Sensus will be on a reasonable efforts basis only and Sensus shall not be responsible for failure to meet its obligations, to the extent that it is precluded from doing so as a result of COVID-19. The parties shall work, in good faith, to make any reasonable adjustments that may be required as a result of COVID-19.
- N. **Survival.** The provisions of this Agreement that are applicable to circumstances arising after its termination or expiration shall survive such termination or expiration.
- O. Severability. In the event any provision of this Agreement is held to be void, unlawful or otherwise unenforceable, that provision will be severed from the remainder of the Agreement and replaced automatically by a provision containing terms as nearly like the void, unlawful, or unenforceable provision as possible; and the Agreement, as so modified, will continue to be in full force and effect.
- P. Four Corners. This written Agreement, including all of its exhibits and the Spectrum Lease, represents the entire understanding between and obligations of the parties and supersedes all prior understandings, agreements, negotiations, and proposals, whether written or oral, formal or informal between the parties. Any additional writings shall not modify any limitations or remedies provided in the Agreement. There are no other terms or conditions, oral, written, electronic or otherwise. There are no implied obligations. All obligations are specifically set forth in this Agreement. Further, there are no representations that induced this Agreement that are not included in it. The ONLY operative provisions are set forth in writing in this Agreement. Without limiting the generality of the foregoing, no purchase order placed by or on behalf of Customer shall alter any of the terms of this Agreement. The parties agree that such documents are for administrative purposes only, even if they have terms and conditions printed on them and even if and when they are accepted and/or processed by Sensus. Any goods, software or services delivered or provided in anticipation of this Agreement (for e.g., as part of a pilot or because this Agreement has not yet been

- signed but the parties have begun the deployment) under purchase orders placed prior to the execution of this Agreement are governed by this Agreement upon its execution and it replaces and supersedes any such purchase orders.
- Q. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Additionally, this Agreement may be executed by facsimile or electronic copies, all of which shall be considered an original for all purposes.

7. Definitions. As used in this Agreement, the following terms shall have the following meanings:

- A. "Affiliate" of a party means any other entity controlling, controlled by, or under common control with such party, where "control" of an entity means the ownership, directly or indirectly, of 50% or more of either; (i) the shares or other equity in such entity; or (ii) the voting rights in such entity.
- B. "Confidential Information" means any and all non-public information of either party, including all technical information about either party's products or services, pricing information, marketing and marketing plans, Customer's End Users' data, FlexNet System performance, FlexNet System architecture and design, FlexNet System software, other business and financial information of either party, and all trade secrets of either party.
- C. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Customer for the consumption of electricity, water, and/or gas, as applicable.
- D "Field Devices" means the SmartPoint Modules
- E. "FlexNet Base Station" identifies the Sensus manufactured device consisting of one transceiver, to be located on a tower that receives readings from the SmartPoint Modules (either directly or via an R100 unit) by radio frequency and passes those readings to the RNI by TCP/IP backhaul communication. For clarity, FlexNet Base Stations include Metro Base Stations.
- F. "FlexNet System" is comprised of the SmartPoint Modules, RF Field Equipment, Server Hardware, software licenses, Spectrum Lease, and other equipment provided to Customer hereunder. The FlexNet System only includes the foregoing, as provided by Sensus. The FlexNet System does not include goods, equipment, software, licenses or rights provided by a third party or parties to this Agreement.
- G. "Force Majeure" means an event beyond a party's reasonable control, including, without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- H. "Hosted Software" means those items listed as an Application in Exhibit A.
- "In/Out Costs" means any costs and expenses incurred by Customer in transporting goods between its warehouse and its End User's premises and any costs and
 expenses incurred by Customer in installing, uninstalling and removing goods.
- J. "Intellectual Property" means patents and patent applications, inventions (whether patentable or not), trademarks, service marks, trade dress, copyrights, trade secrets, know-how, data rights, specifications, drawings, designs, maskwork rights, moral rights, author's rights, and other intellectual property rights, including any derivations and/or derivative works, as may exist now or hereafter come into existence, and all renewals and extensions thereof, regardless of whether any of such rights arise under the laws of the United States or of any other state, country or jurisdiction, any registrations or applications thereof, and all goodwill pertinent thereto.
- K. "LCM" identifies the load control modules.
- L. "Ongoing Fee" means the annual or monthly fees, as applicable, to be paid by Customer to Sensus' authorized distributor during the Term of this Agreement.
- M. "Patches" means patches or other maintenance releases of the Software that correct processing errors and other faults and defects found previous versions of the Software. For clarity, Patches are not Updates or Upgrades.
- N. "Permitted Use" means only for reading and analyzing data from Customer's Field Devices in the Service Territory. The Permitted Use does not include reading third devices not provided by Sensus or reading Field Devices outside the Service Territory.
- O. "R100 Unit" identifies the Sensus standalone, mounted transceiver that takes the radio frequency readings from the SmartPoint Modules and relays them by radio frequency to the relevant FlexNet Base Station or directly to the RNI by TCP/IP backhaul communication, as the case may be.
- P. "Release" means both Updates and Upgrades.
- Q. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- R. "RF Field Equipment" means, collectively, FlexNet Base Stations, R100 units (if any) and Remote Transceivers (if any).
- S. "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store, and report data collected by the FlexNet Base Stations from the SmartPoint Modules. The RNI hardware specifications will be provided by Sensus upon written request from Customer.
- T. "RNI Software" identifies the Sensus proprietary software used in the RNI and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement.
- U. "Service Territory" identifies the geographic area where Customer utilizes Sensus equipment to provide services to End Users as of the Effective Date. This area will be described on the propagation study in the parties' Spectrum Lease filling with the FCC.
- V. "Server Hardware" means the RNI hardware.
- W. "SmartPoint™ Modules" identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand/response devices located at Customer's End Users' premises that communicate with the relevant devices and transmit those communications by radio frequency to the relevant piece of RF Field Equipment.
- X. "Software" means all the Sensus proprietary software provided pursuant to this Agreement, and any Patches, Updates, and Upgrades that are provided to Customer pursuant to the terms of this Agreement. The Software does not include any third party software.
- Y. "Updates" means releases of the Software that constitute a minor improvement in functionality.
- Z. "Upgrades" means releases of the Software which constitute a significant improvement in functionality or architecture of the Software.
- AA. "WAN Backhaul" means the communication link between FlexNet Base Stations and Remote Transceivers and RNI.

Exhibit A Software

Software as a Service

1. Description of Services.

This exhibit contains the details of the Software as a Service that Sensus shall provide to Customer if both; (i) pricing for the application of Software as a Service has been provided to the Customer; and (ii) the Customer is current in its payments to Sensus' authorized distributor for such application of Software as a Service.

A. Software as a Service Generally.

Software as a Service is a managed service in which Sensus will be responsible for the day-to-day monitoring, maintenance, management, and supporting of Customer's software applications. In a Software as a Service solution, Sensus owns all components of the solution (server hardware, storage, data center, network equipment, Sensus software, and all third-party software) required to run and operate the application. These software applications consist of the following (each an "Application"):

- · Regional Network Interface (RNI) Software
- Sensus Analytics
 - Enhanced Package

The managed application systems consist of the hardware, Sensus Software, and other third-party software that is required to operate the software applications. Each Application will have a production, and Disaster Recovery (as described below) environment Test environments are not provided unless otherwise specifically agreed by Sensus in writing. Sensus will manage the Applications by providing 24 x 7 x 365 monitoring of the availability and performance of the Applications.

- B. **Use of Software as a Service.** Subject to the terms of this Agreement, Sensus shall make Software as a Service available to Customer to access and use solely for the Permitted Use and solely for so long as Customer is current in its payments to Sensus or its authorized distributor for Software as a Service. The Software as a Service term commences on the date that Sensus first makes Software as a Service available to Customer for use, and ends upon the earlier of:
 (i) the expiration or termination of the Agreement; (ii) breach by Customer of this exhibit or the Agreement; or (iii) Customer's termination of Software as a Service as set forth in paragraph (C) below.
- C. **Termination of an Application.** Customer shall have the option at any time before the end of the Term to terminate any Application by giving Sensus one hundred twenty (120) days prior written notice. Such notice, once delivered to Sensus, is irrevocable. Should Customer elect to terminate any Application, Customer acknowledges that; (a) Customer shall pay all applicable fees, including any unpaid Software as a Service fees due in the current calendar year plus a ten percent (10%) early termination fee, where such fee is calculated based on the annual Software as a Service fee due in the current calendar year; and (b) Software as a Service for such Application shall immediately cease. If Customer elects to terminate the RNI Application in the Software as a Service environment but does not terminate the Agreement generally, then upon delivery of the notice to Sensus, Customer shall purchase the necessary (a) RNI hardware from a third party and (b) RNI software license at Sensus' then-current pricing. No portion of the Software as a Service fees shall be applied to the purchase of the RNI hardware or software license.

D. <u>Software as a Service</u> means <u>only</u> the following services:

- i. Sensus will provide the use of required hardware, located at Sensus' or a third-party's data center facility (as determined by Sensus), that is necessary to operate the Application.
- ii. Sensus will provide production and disaster recovery environments for Application.
- iii. Sensus will provide patches, updates, and upgrades to latest Sensus Hosted Software release.
- v. Sensus will configure and manage the equipment (server hardware, routers, switches, firewalls, etc.) in the data centers:
 - (a) Network addresses and virtual private networks (VPN)
 - (b) Standard time source (NTP or GPS)
 - (c) Security access points
 - (d) Respond to relevant alarms and notifications
- v. Capacity and performance management. Sensus will:
 - (a) Monitor capacity and performance of the Application server and software applications 24x7x365 using KPI metrics, thresholds, and alerts to proactively identify any potential issues related to system capacity and/or performance (i.e. database, backspool, logs, message broker storage, etc.)
 - (b) If an issue is identified to have a potential impact to the system, Sensus will open an incident ticket and manage the ticket through resolution per Exhibit B, Technical Support.
 - (c) Manage and maintain the performance of the server and perform any change or configuration to the server, in accordance to standard configuration and change management policies and procedures.
 - (d) Manage and maintain the server storage capacity and performance of the Storage Area Network (SAN), in accordance to standard configuration and change management policies and procedures.
 - (e) Exceptions may occur to the system that require Sensus to take immediate action to maintain the system capacity and performance levels, and Sensus has authority to make changes without Customer approval as needed, in accordance to standard configuration and change management policies and procedures.
- vi. Database management. Sensus will:
 - (a) Implement the data retention plan and policy, and will provide the policy upon request.
 - (b) Monitor space and capacity requirements.
 - (c) Respond to database alarms and notifications.
 - (d) Install database software upgrades and patches.
 - (e) Perform routine database maintenance and cleanup of database to improve capacity and performance, such as rebuilding indexes, updating indexes, consistency checks, run SQL query/agent jobs, etc.
- vii. Incident and Problem Management. Sensus will:
 - (a) Proactively monitor managed systems (24x7x365) for key events and thresholds to proactively detect and identify incidents.
 - (b) Respond to incidents and problems that may occur to the Application(s).
 - (c) Maintain policies and procedures for responding to incidents and performing root cause analysis for ongoing problems.
 - (d) Correlate incidents and problems where applicable.

- (e) Sensus personnel will use the self-service portal to document and track incidents.
- (f) In the event that Sensus personnel is unable to resolve an issue, the issue will be escalated to the appropriate Subject Matter Expert (SME).
- (g) Maintain responsibility for managing incident and problems through resolution and will coordinate with Customer's personnel and/or any required third-party vendor to resolve the issue.
- (h) Provide telephone support consistent with Exhibit B, Technical Support in the case of undetected events.

viii. Security Management. Sensus will:

- (a) Monitor the physical and cyber security of the server and Application(s) 24x7x365 to ensure system is highly secure in accordance with NIST Security Standards.
- (b) Perform active intrusion prevention and detection of the data center network and firewalls, and monitor logs and alerts.
- (c) Conduct period penetration testing of the network and data center facilities.
- (d) Conduct monthly vulnerability scanning by both internal staff and external vendors.
- (e) Perform anti-virus and Malware patch management on all systems.
- (f) Install updates to virus protection software and related files (including virus signature files and similar files) on all servers from the update being generally available from the anti-virus software provider.
- (g) Respond to any potential threat found on the system and work to eliminate any virus or malware found.
- (h) Adhere to and submit certification to NERC/CIP Cyber Security standards.
- (i) Monitors industry regulation/standards regarding security NERC, FERC, NIST, OpenSG, etc. through the dedicated Sensus security team.
- (j) Provide secure web portal access (SSL) to the Application(s).
- ix. Backup and Disaster Recovery Management. Sensus will:
 - (a) Perform daily backups of data providing one (1) year of history for auditing and restoration purposes.
 - (b) Back-up and store data (on tapes or other storage media as appropriate) off-site to provide protection against disasters and to meet file recovery needs
 - (c) Conduct incremental and full back-ups to capture data, and changes to data, on the Application(s).
 - (d) Replicate the Application(s) environments to a geographically separated data center location to provide a full disaster recovery environment for the Application production system.
 - (e) Provide disaster recovery environment and perform fail-over to Disaster Recovery environment within forty-eight (48) hours of declared event.
 - (f) Generate a report following each and any disaster measuring performance against the disaster recovery plan and identification of problem areas and plans for resolution.
 - (g) Maintain a disaster recovery plan. In the event of a disaster, Sensus shall provide the services in accordance with the disaster recovery plan.
 - (h) In the case of a disaster and loss of access to or use of the Application, Sensus would use commercially reasonable efforts per the Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO) specified herein to restore operations at the same location or at a backup location within forty-eight (48) hours.
 - (i) The Application shall have a RTO of forty-eight (48) hours.
 - (j) The RPO shall be a full recovery of the Application(s), with an RPO of one (1) hours, using no more than a twenty-four (24) hour old backup. All meter-related data shall be pushed from each Base Station/TGB restoring the database to real-time minus external interfaced systems from the day prior.
 - (k) Data from external interfaced systems shall be recreated within a forty-eight (48) hour period with the assistance of Customer personnel and staff, as needed.

E. Customer Responsibilities:

- i. Coordinate and schedule any changes submitted by Sensus to the system in accordance with standard configuration and change management procedures.
- ii. Participate in all required configuration and change management procedures.
- iii. Customer will log incidents related to the managed Application with Sensus personnel via email, web portal ticket entry, or phone call.
- iv. Responsible for periodic processing of accounts or readings (i.e., billing files) for Customer's billing system for billing or other analysis purposes.
- v. Responsible for any field labor to troubleshoot any SmartPoint modules or smart meters in the field in populations that have been previously deployed and accepted.
- vi. First response labor to troubleshoot FlexNet Base Station, R100s, Remote Transceivers or other field network equipment.
- vii. Responsible for local area network configuration, management, and support.
- viii. Identify and research problems with meter reads and meter read performance.
- ix. Create and manage user accounts.
- x. Customize application configurations.
- xi. Support application users.
- xii. Investigate application operational issues (e.g., meter reads, reports, alarms, etc.).
- xiii. Respond to alarms and notifications.
- xiv. Perform firmware upgrades over-the-air, or delegate and monitor field personnel for on-site upgrades.

F. <u>Software as a Service</u> does <u>not</u> include any of the following services:

- i. Parts or labor required to repair damage to any field network equipment that is the result of a Force Majeure event.
- ii. Any integration between applications, such as Harris MeterSense, would require a Professional Services contract agreement to be scoped, submitted, and agreed in a signed writing between Sensus and all the applicable parties.

If an item is not listed in subparagraphs in item (D) above, such item is excluded from the Software as a Service and is subject to additional pricing.

2. Further Agreements

A. System Uptime Rate.

i. Sensus (or its contractor) shall manage and maintain the Application(s) on computers owned or controlled by Sensus (or its contractors) and shall provide Customer access to the managed Application(s) via internet or point to point connection (i.e., Managed-Access use), according to the terms below. Sensus endeavors to maintain an average System Uptime Rate equal to ninety-nine (99.0) per Month (as defined below). The System Uptime Rate, cumulative across all Applications, shall be calculated as follows:

System Uptime Rate = 100 x (TMO - Total Non-Scheduled Downtime minutes in the Month)

ii. Calculations

- Targeted Minutes of Operation or TMO means total minutes cumulative across all Applications in the applicable month minus the Scheduled Downtime in the Month.
- b. **Scheduled Downtime** means the number of minutes during the Month, as measured by Sensus, in which access to any Application is scheduled to be unavailable for use by Customer due to planned system maintenance. Sensus shall provide Customer notice (via email or otherwise) at least seven (7) days in advance of commencement of the Scheduled Downtime.
- c. Non-Scheduled Downtime means the number of minutes during the Month, as measured by Sensus, in which access to any Application is unavailable for use by Customer due to reasons other than Scheduled Downtime or the Exceptions, as defined below (e.g., due to a need for unplanned maintenance or repair).
- iii. Exceptions. Exceptions mean the following events:
 - Force Majeure
 - · Emergency Work, as defined below; and
 - · Lack of Internet Availability, as described below.
 - a. **Emergency Work**. In the event that Force Majeure, emergencies, dangerous conditions or other exceptional circumstances arise or continue during TMO, Sensus shall be entitled to take any actions that Sensus, in good faith, determines is necessary or advisable to prevent, remedy, mitigate, or otherwise address actual or potential harm, interruption, loss, threat, security or like concern to any of the Application(s) ("<u>Emergency Work</u>"). Such Emergency Work may include, but is not limited to: analysis, testing, repair, maintenance, re-setting and other servicing of the hardware, cabling, networks, software and other devices, materials and systems through which access to and/or use of the Application(s) by the Customer is made available (the "<u>Managed Systems</u>"). Sensus shall endeavor to provide advance notice of such Emergency Work to Customer when practicable and possible.
 - b. Lack of Internet Availability. Sensus shall not be responsible for any deterioration of performance attributable to latencies in the public internet or point-to-point network connection operated by a third party. Customer expressly acknowledges and agrees that Sensus does not and cannot control the flow of data to or from Sensus' networks and other portions of the Internet, and that such flow depends in part on the performance of Internet services provided or controlled by third parties, and that at times, actions or inactions of such third parties can impair or disrupt data transmitted through, and/or Customer's connections to, the Internet or point-to-point data connection (or portions thereof). Although Sensus will use commercially reasonable efforts to take actions Sensus may deem appropriate to mitigate the effects of any such events, Sensus cannot guarantee that such events will not occur. Accordingly, Sensus disclaims any and all liability resulting from or relating to such events.
- iv. System Availability. For each month that the System Uptime Rates for the production RNI falls below 99.0%, Sensus will issue Customer the following Service Level Credits:

System Uptime Rate per calendar month	Service Level Credit
Less than 99.0% but at least 97.5%	5% of the monthly RNI SaaS Fees in which the service level default occurred (Note: SaaS fees are pre-paid annually and for purposes of SLA Credits are computed on a monthly basis.)
Less than 97.5% but at least 95.0%	10% of the monthly RNI SaaS Fees in which the service level default occurred
Less than 95.0%	20% of the monthly RNI SaaS Fees in which the service level default occurred

Service Level Credits for any single month shall not exceed 20% of the RNI SaaS Fee associated with the month in which the service level default occurred. Sensus records and data will be the sole basis for all Service Level Credit calculations and determinations, provided that such records and data must be made available to Customer for review and agreement by Customer. To receive a Service Level Credit, Customer must issue a written request no later than ten (10) days after the Service Level Credit has accrued. Sensus will apply each valid Service Level Credit to the Customer's invoice within 2 billing cycles after Sensus' receipt of Customer's request and confirmation of the failure to meet the applicable Service Level Credit. Service Level Credits will not be payable for failures to meet the System Uptime Rate caused by any Exceptions. No Service Level Credit will apply if Customer is not current in its undisputed payment obligations under the Agreement. Service Level Credits are exclusive of any applicable taxes charged to Customer or collected by Sensus. Sensus shall not refund an unused Service Level Credits or pay cash to Customer for any unused Service Level Credits. Any unused Service Level Credits at the time the Agreement terminates will be forever forfeited. THE SERVICE LEVEL CREDITS DESCRIBED IN THIS SECTION ARE THE SOLE AND EXCLUSIVE REMEDY FOR SENSUS' FAILURE TO MEET THE SYSTEM UPTIME REQUIREMENT OR ANY DEFECTIVE SAAS PERFORMANCE. IN NO EVENT SHALL THE AGGREGATE AMOUNT OF SERVICE LEVEL CREDITS IN ANY ANNUAL PERIOD EXCEED 20% OF THE ANNUAL RNI SAAS FEE.

- B. Data Center Site-Security. Although Sensus may modify such security arrangements without consent or notice to Customer, Customer acknowledges the following are the current arrangements regarding physical access to and support of the primary hardware components of the Managed Systems:
 - i. The computer room(s) in which the hardware is installed is accessible only to authorized individuals.
 - ii. Power infrastructure includes one or more uninterruptible power supply (UPS) devices and diesel generators or other alternative power for back-up electrical power.
 - iii. Air-conditioning facilities (for humidity and temperature controls) are provided in or for such computer room(s) and can be monitored and adjusted for humidity and temperature settings and control. Such air systems are supported by redundant, back-up and/or switch-over environmental units.
 - iv. Such electrical and A/C systems are monitored on an ongoing basis and personnel are available to respond to system emergencies (if any) in real time.
 - v. Dry pipe pre-action fire detection and suppression systems are provided.
 - vi. Data circuits are available via multiple providers and diverse paths, giving access redundancy.

C. Responsibilities of Customer.

- i. Customer shall promptly pay all Software as a Service fees.
- ii. Customer may not (i) carelessly, knowingly, intentionally or maliciously threaten, disrupt, harm, abuse or interfere with the Application(s), Managed Systems or any of their functionality, performance, security or integrity, nor attempt to do so; (ii) impersonate any person or entity, including, but not limited to, Sensus, a Sensus employee or another user; or (iii) forge, falsify, disguise or otherwise manipulate any identification information associated with Customer's access to or use of the Application(s).
- iii. The provisioning, compatibility, operation, security, support, and maintenance of Customer's hardware and software ("Customer's Systems") is exclusively the responsibility of Customer. Customer is also responsible, in particular, for correctly configuring and maintaining (i) the desktop environment used by

- Customer to access the Application(s) managed by Sensus; and (ii) Customer's network router and firewall, if applicable, to allow data to flow between the Customer's Systems and Sensus' Managed Systems in a secure manner via the public Internet.
- iv. Upon receiving the system administrator account from Sensus, Customer shall create username and passwords for each of Customer's authorized users and complete the applicable Sensus registration process (Authorized Users). Such usernames and passwords will allow Authorized Users to access the Application(s). Customer shall be solely responsible for maintaining the security and confidentiality of each user ID and password pair associated with Customer's account, and Sensus will not be liable for any loss, damage or liability arising from Customer's account or any user ID and password pairs associated with Customer. Customer is fully responsible for all acts and omissions that occur through the use of Customer's account and any user ID and password pairs. Customer agrees (i) not allow anyone other than the Authorized Users to have any access to, or use of Customer's account or any user ID and password pairs at any time; (ii) to notify Sensus immediately of any actual or suspected unauthorized use of Customer's account or any of such user ID and password pairs, or any other breach or suspected breach of security, restricted use or confidentiality; and (iii) to take the Sensus-recommediately to log out from and otherwise exit the Application(s) and Managed Systems at the end of each session. Customer agrees that Sensus shall be entitled to rely, without inquiry, on the validity of the user accessing the Application(s) application through Customer's account, account ID, usernames or passwords.
- v. Customer shall be responsible for the day-to-day operations of the Application(s) and FlexNet System. This includes, without limitation, (i) researching problems with meter reads and system performance, (ii) creating and managing user accounts, (iii) customizing application configurations, (iv) supporting application users, (v) investigating application operational issues, (vi) responding to alarms and notifications, and (vii) performing over-the-air commands (such as firmware updates or configuration changes).

D. Software Solution Components.

- i. **Description of Software Solutions**. Sensus software consists of a core communication module and a set of applications. Some applications are required to perform basic solution capabilities, other applications are optional and add additional capabilities and function to the overall solution. As Customer's business process expands and/or new Sensus offerings are made available, additional applications and functionality can dynamically be added to the solution, provided Customer purchases such additional applications.
- ii. Regional Network Interface. The Regional Network Interface (RNI) or Sensus head-end is the centralized intelligence of the FlexNet network; the RNI's primary objective is to transfer endpoint (such as meters) data to the Customer and the advanced feature applications. The RNI is adaptable to Customer configurations by simultaneously supporting a wide range of FlexNet enabled endpoints; including but not limited to meters (electric, water, gas), street lighting, and Home Area Network devices.
 - a. Core Package
 - (i) Communication
 - 1. Manages all inbound and outbound traffic to and from endpoints
 - 2. Outbound routing optimization
 - 3. Route analyzer
 - 4. AES256 bit encryption of radio messages
 - 5. Reports and metric details of network performance and troubleshooting aids
 - 6. Management of RF equipment (base stations and endpoint radios)
 - (ii) Data Collection
 - 1. Missing read management
 - 2. Management of duplicate reads
 - 3. 60 day temporary storage
 - (iii) Application integration
 - 1. To Sensus Analytics applications
 - 2. Enable 3rd party application integration
 - 3. Batch CMEP file export
 - 4. Real-time access through MultiSpeak
 - (iv) Endpoint Management
 - 1. Gas, water, electric, lighting concurrent support
 - 2. Remote configuration
 - 3. Remote firmware updates
 - 4. Reports, metrics and Troubleshooting
 - (v) User Management
 - 1. Secure access
 - 2. Password management
 - 3. Definable user roles
 - 4. User permissions to manage access to capabilities
 - b. Integration of RNI. Sensus shall provide RNI integration support services to Customer only to the extent specifically provided below:
 - (i) Sensus shall meet with the representative from the Customer's system(s) targeted for integration to determine which integration method is appropriate (e.g., Multispeak, CMEP, etc.).
 - 1. In scope and included integration efforts: Provide the gateway URLs to the integrating system as needed, provide Customer with standard integration API documentation, validate and test that the correct Customer information is flowing into and/or out of the RNI.
 - Out of scope and subject to additional charges: Modifications or extensions to the standard API provided by Sensus and any integration efforts not outlined above as in scope and included.
 - (ii) Customer Responsibilities:
 - 1. Provide Sensus with information about the relevant information Customer wishes to transfer and integrate with the RNI.
 - 2. Establish the network and security required for the two systems to reasonably communicate.
 - 3. Verify integration to third party system functionality is working as intended.
 - (iii) If an item is not listed in subparagraph (i) above, such item is excluded from the integration of Sensus RNI Support and is subject to additional pricing.

3. Sensus Analytics

Sensus Analytics is a cloud-based solution and data platform that allows storage and retrieval of raw reads and data from other sources for analysis, exportation, and inquiry or reporting. The platform provides applications and reporting capabilities.

A. Essential Package. The Essential Package of the Sensus Analytics Application shall consist of the following modules:

- Device Access
 - a. Allows search for meter details by using data imported from the billing system or the Sensus Device ID or AMI ID.
 - b. Allows a view of the meter interval or register reads.
 - Meter data is available to be copied, printed, or saved to certain user programs or file formats, specifically CSV, PDF, and Spreadsheet.
 - Allows the current and historical data to be viewed.
 - e. Allows the current usage to be compared to historical distribution averages.
 - f. Allows the user to see the meter location on a map view.
 - g. Allows notifications for an event on a single meter to be forwarded to a Customer employee.
 - h. Allows details to be viewed about a meter (dependent on the data integrated from other systems).
- ii. Meter Insight (provides the following)
 - a. # of active meters.
 - b. # of orphaned meters with drill down to the list of meters.
 - c. # of inactive meters with usage drill down to the list of meters.
 - d. # of stale meters with drill down to the list of meters.
 - e. # of almost stale meters with drill down to the list of meters.
 - f. # of meters where no read is available with drill down to the list of meters.
 - g. # of meters with maximum threshold exceptions with drill down to the list of meters.
 - h. # of meters with minimum threshold exceptions with drill down to the list of meters.
 - # of unknown radios with drill down to the list of meters.

iii. Report Access

- a. Allows the user to see meter alarms and choose a report from a list of standard reports.
- b. Master Route Register Reads: Shows the latest reads for all meters within specified time window.
- c. Meter Route Intervals Reads: Allows users to inspect intervals of a single meter over a period of time.
- d. Master Route No Readings: List all meters that are active in the system, but have not been sending reads within the specified time window.
- e. Consumption Report: List meters' consumption based on meter readings within the specified time window.
- Zero Consumption for Period: List meters whose readings do not change over a period of time.
- g. Negative Consumption: Shows the number of occurrences and readings of negative consumption for the last 24hr, 48hr and 72hr from the entered roll up date.
- h. High Low Exception Report: Displays meters whose reads exceed minimum or/and maximum threshold, within a time range.
- i. Consumption vs Previous Reported Read: Compares latest reading (from RNI) with last known read received from CIS.
- j. Consumption Exception 24 hour Report: This report shows meters that satisfy these two conditions: (1) The daily average consumptions exceed entered daily consumption threshold; (2) The number of days when daily thresholds are exceeded are greater than the entered exception per day threshold.
- k. Endpoint Details: Shows the current state of meters that are created within the specified time range.
- I. Orphaned Meters: List meters that are marked as 'orphaned', which are created as of entered Created as of parameter.
- m. Billing Request Mismatch: Displays meters in a billing request that have different AMR id with the ones sent by RNI. It also shows AMR id in billing request that have different meter Id in the RNI. Users must enter which billing request file prior to running the report.
- n. All Alarms Report: List all alarms occurred during a time window. Users can select which alarm to show.

iv. Billing Access

- a. Initiate the creation of billing export files formatted to the import needs of the billing system.
- Receive billing request files from the billing system to identify what meters to include in the billing export file in the case where billing request file option is used.
- c. Provides a repository of past billing files that were either used for billing preparation or actually sent to the billing system.
- Will store created billing files for a period of three years unless otherwise denoted.
- e. The system will allow creation of test files before export to the billing system.

v. Billing Adaptor

The underlying configurator and tools mapping the extraction of billing data to enable integration to the utility's billing system.

vi. Data Store

- a. Allows storage of meter reading data including Intervals, Registers, and Alarms to be stored.
- b. Stored data is available online for reports and analysis.
- c. Data will be retained for 3 years. Additional duration can be purchased.

B. Enhanced Package. The Enhanced Package shall consist of the modules listed above in the Essential Package, as well as the following additional modules:

- . Alarm Insight
 - a. Allows the user to summarize and filter alarms by a date range.
 - b. Allows the user to review all alarm types on a single screen.
 - c. The user can filter out the alarms not wanted on the screen.
 - d. Alarm totals can be visualized.
 - e. Adds a view of trending alarms over time.
 - f. Click to drill down on an alarm to gain more information on specific events.
 - g. Click to analyze a specific event on a particular device.

ii. Alert Manager

- a. Allows creation of alert groups who will be notified when an alarm occurs.
- b. Users can manage alert groups by adding and removing group members.
- Allows selection of notification method for how end users in the group will be notified; email or SMS (text message).

- d. Allows creation of an alert from the available system events from smart points and assign to a group.
- e. Monitors the systems meters for events. When an event is triggered, all users in the group will be notified.
- C. Integration of Sensus Analytics. Sensus shall provide integration support services to Customer only to the extent specifically provided below:
 - Sensus shall provide Customer with a simple flat file specification known as VFlex for the integration of the Customer's back office system to the Sensus Analytics modules. The VFlex shall contain the following types of information: Device ids, end users in the system, end user status, end user account information, end user name, and other end user details. This flat file may be delimited or fixed width. Customer shall produce this file and transmit it to the FTP location designated by Sensus. When sent to the Sensus FTP servers, this file exchange will enable the system to become operational with the Customer's systems. Customer shall produce this file and transmit it to the FTP location designated by Sensus. Sensus will provide reasonable support to explain to Customer the required vs. optional fields that are in the specification, testing and validation of the file format and content.
 - ii. In scope and included integration efforts: kick-off meeting to engage all required parties, mapping the Customer's fields to the VFlex specification, validation of expected output, and a two (2) hour system review of Sensus Analytics application and integration with the Customer's system (conducted remotely).
 - iii. Out of scope and subject to additional charges will be the transformation of data where business logic including code must be written to modify the field content or format of the data to meet the VFlex specification.
 - iv. Sensus' integration services consist of four (4) hours of assistance (remote or on-site, as determined by Sensus). If additional time is needed to complete the integration efforts, Sensus shall invoice Customer for additional fees on an actual time and materials basis.
 - v. If an item is not listed in subparagraphs (i) or (ii) above, such item is excluded from the integration of Sensus Analytics Support and is subject to additional pricing.
 - vi. **Data Import.** The Sensus Analytics Application contains adapters for the import of data from; (a) Customer's FlexNet System; and/or (b) AutoRead application for handheld and drive by systems, as applicable.
 - vii. Customer Acknowledgements.
 - a. Customer acknowledges that the Sensus Analytics Application provides up to fifty (50) user logins for Customer's use.
 - b. Customer acknowledges and agrees the Sensus Analytics Application is based upon the actual number of End Users within Customer's Service Territory. Pricing may increase if Customer's Service Territory or actual number of End Users expands.
 - c. Customer acknowledges that all data related to the Sensus Analytics Applications is geographically hosted within the United States of America. Customer accepts the geographic location of such hosting, and indemnifies Sensus for any claims resulting therefrom.
 - d. Customer acknowledges and agrees that the Intellectual Property provisions of this Agreement apply in all respects to Customer's access to and use of the Sensus Analytics Applications.
 - e. Customer is responsible for validating the data analyzed by the Sensus Analytics Applications. Sensus makes no promises of improving Customer's operations or saving Customer money, nor is Sensus liable for any damages resulting from decisions made by Customer related to Customer's use of Sensus Analytics.

4. Third Party Software.

A. RedHat Linux.If Sensus is providing Customer with a license to use RedHat Linux Software, Customer agrees to the following:

By entering into this Agreement, Customer agrees to abide by and to be legally bound by the terms and conditions of the Red Hat End User License Agreements identified below, each of which are incorporated into this Agreement by reference and are available at the websites identified below. Please read the Red Hat End User License Agreements and incorporated references carefully.

Subscription: End User License Agreement:

Red Hat Enterprise Linux http://www.redhat.com/licenses/rhel_rha_eula.html

JBoss Enterprise Middleware http://www.redhat.com/licenses/jboss_eula.html

Exhibit B Technical Support

1. Introduction

Sensus Technical Services provides utility customers with a single point of contact for Tier 1 support of technical issues as well as any coordination of additional resources required to resolve the issue. Requests that require specialized skills are to be forwarded to a senior support engineer or Technical Advisor within the team for further analysis. If Technical Services has exhausted all troubleshooting efforts for the product type, the issue will escalate to the Engineering Support Team. Occasionally, on-site troubleshooting/analysis may be required. The preferred order of on-site support is:

- a) The Customer (for assistance with the easiest and lowest time-consuming activities such as power on/power off).
- b) The local distributor.
- c) Sensus employees or contracted personnel, if required to fulfill a contract commitment.

2. Support Categories

- 2.1. General questions regarding functionality, use of product, how-to, and requests for assistance on Sensus AMR, AMI, RF Network Equipment, Metering Products, Sensus Lighting Control, and Demand Response Management System (FlexNet Home).
- 2.2. Proactive reporting and resolution of problems.
- 2.3. Reactive reporting to isolate, document, and solve reported hardware/software defects.
- 2.4. Responding to service requests and product changes.
- 2.5. Addressing customer inquiries with printed or electronic documentation, examples, or additional explanation/clarification.

3. Support Hours

3.1. Standard Support Hours: Toll-free telephone support (1-800-638-3748 option #2) is available Monday thru Friday from 8:00 a.m. EST to 8:00 p.m. EST. Afterhours, holiday and weekend support for Severity 1 and Severity 2 issues is available by calling 1-800-638-3748, option #8.

4 Support Procedures

- 4.1. Customer identifies an issue or potential problem and calls Technical Services at 1-800-638-3748 Option #2. The Customer Service Associate or Technical Support Engineer will submit a SalesForce ticket.
- 4.2. The Customer Service Associate or Technical Support Engineer will identify the caller name and utility by the assigned software serial number, city, and state based on where the call originated. The Customer Service Associate or Technical Support Engineer will require a brief description of the problem symptoms, or error messages depending on nature of the incident. The nature of the problem and severity levels will be mutually agreed upon by both parties (either at the time the issue is entered or prior to upgrading or downgrading an existing issue) using the severity definitions below as a guideline. The severity level is then captured into SalesForce for ticket creation and resolution processing. Any time during the processing of this ticket, if the severity level is changed by Sensus, the customer will be updated.
 - A. Severity Levels Description:
 - Sev1 Customer's production system is down. The system is unusable resulting in total disruption of work. No workaround is available and requires immediate attention.

Example: Network mass outage, all reading collection devices inoperable, inoperable head end software (e.g., FlexWare, Sensus MDM). Not able to generate billing files.

Sev2 Major system feature/function failure. Operations are severely restricted; there is a major disruption of work, no acceptable work-around is available, and failure requires immediate attention.

Examples: Examples: Network equipment failure (e.g., FlexNet Echo, FlexNet Remote, Base Station transceiver, or VGB); inoperable reading devices (e.g., AR5500, VXU, VGB, or CommandLink); head end software application has important functionality not working and cannot create export file for billing system operations.

Sev3 The system is usable and the issue doesn't affect critical overall operation.

Example: Minor network equipment failure (e.g., Echo/Remote false alarms or Base Station transceiver false alarms); head end software application operable but reports are not running properly, modification of view or some non-critical function of the software is not running.

- 4.3. The Customer Service Associate or Technical Support Engineer identifies whether or not the customer is on support. If the customer is not on support, the customer is advised of the service options as well as any applicable charges that may be billed.
- 4.4. Calls are placed in a queue from which they are accessible to Technical Support Engineers on a first-come-first-served basis. A 1st level Customer Service Associate may assist the customer, depending on the difficulty of the call and the representative's technical knowledge. Technical Support Engineers (Tier 1 support) typically respond/resolve the majority of calls based on their product knowledge and experience. A call history for the particular account is researched to note any existing pattern or if the call is a new report. This research provides the representative a basis and understanding of the account as well as any associated problems and/or resolutions that have been communicated.
 - a. Technical Services confirms that there is an issue or problem that needs further analysis to determine its cause. The following information must be collected: a detailed description of the issue's symptoms, details on the software/hardware product and version, a description of the environment in which the issue arises, and a list of any corrective action already taken.
 - b. Technical Services will check the internal database and product defect tracking system, to see if reports of a similar problem exist, and if any working solutions were provided. If an existing resolution is found that will address the reported issue, it shall be communicated to the customer. Once it is confirmed that the issue has been resolved, the ticket is closed.
 - c. If there is no known defect or support that defines the behavior, Technical Services will work with the customer to reproduce the issue. If the issue can be reproduced, either at the customer site or within support center test lab, Technical Services will escalate the ticket for further investigation / resolution.

If the issue involves units that are considered to be defective with no known reason, the representative will open a Special Investigation RMA through the SalesForce system. If it is determined that a sample is required for further analysis, the customer will be provided with instructions that detail where to send the product sample(s) for a root cause analysis. Once it is determined that the issue cannot be resolved by Tier 1 resources, the ticket will be escalated to Tier 2 support for confirmation/workarounds to resolve immediate issue. Technical Services will immediately contact the customer to advise of the escalation. The response and escalation times are listed in Section 5. At this time, screen shots, log files, configuration files, and database backups will be created and attached to the ticket.

5. Response and Resolution Targets.

Sensus Technical Support will make every reasonable effort to meet the following response and resolution targets:

Severity	Standard Target Response	Standard Target Resolution	Resolution (one or more of the following)
1	30 Minutes	Immediately assign trained and qualified Services Staff to correct the error on an expedited basis. Provide ongoing communication on the status of a correction (24 hours).	 Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base.
2	4 hours	Assign trained and qualified Services Staff to correct the error. Provide communication as updates occur (48 hours).	 Satisfactory workaround is provided. Program patch is provided. Fix incorporated into future release. Fix or workaround incorporated into SalesForce Knowledge Base.
3	1 Business Day	30 business days	Answer to question is provided. Satisfactory workaround is provided. Fix or workaround incorporated into SalesForce Knowledge Base. Fix incorporated into future release.

6. Problem Escalation Process.

- 6.1. If the normal support process does not produce the desired results, or if the severity has changed, the issue may be escalated as follows to a higher level of authority.
 - 6.1.1.1. Severity 1 issues are escalated by Sales or Technical Services to a Supervisor if not resolved within 2 hours; to the Manager level if not resolved within 4 hours; to the Director level if not resolved within the same business day; and to the VP level if not resolved within 24 hours.
 - 6.1.1.2. A customer may escalate an issue by calling 1-800-638-3748, Option 2. Please specify the SalesForce ticket number and the reason why the issue is being escalated.
 - 6.1.1.3. In the event that a customer is not satisfied with the level of support or continual problem with their products, they may escalate a given SalesForce ticket to Manager of Technical Services (1-800-638-3748, Option 2).

7. General Support Provisions and Exclusions.

- 7.1. Sensus provides online documentation for Sensus products, and all Sensus customers are provided access to this online database, which includes operation, configuration and technical manuals. The customer shall provide names and email accounts to Sensus so Sensus may provide access to the product documentation.
- 7.2. Specialized support from Sensus is available on a fee basis to address support issues outside the scope of this support plan or if not covered under another specific contract or statement of work. For example: specialized systems integration services or out of warranty network equipment repair.

Exhibit A-3

Statement of Work (Sale through VAR)

General Responsibilities:

Core & Main will:

- 1. Provide a project manager to coordinate all FlexNet installation activities with the Client and be the main contact point between the Client and Sensus during the infrastructure and SmartPoint Module deployment phase. The project manager will coordinate training activities and all installation activities with Sensus field engineers and contract installation crews hired by Client.
- 2. Provide Client a Sensus certified propagation study that determines the locations best suited for installation of the BASESTATION's and to ensure proper communications with end point transmitters and the RNI.
- 3. Work with Sensus to commission the RNI hardware and software remotely.
- 4. Work with Sensus to obtain final network acceptance and approval to install endpoint devices
- 5. Schedule training familiarization / operators training for head end software to Client identified personnel at the Client's location.
- 6. Hire a qualified installation contractor to install the antennae and cable that runs between the basestation and the antenna.

Client will:

- 1. Provide a key point of contact, contact information, for project management activities to work with the Core & Main project manager to help facilitate a timely installation of the FlexNet system.
- 2. Hire a qualified installation contractor to install the BASESTATION equipment and run all data and power cables between the power supply and the BASESTATION.
- 3. Perform all site preparation work for the RNI and BASESTATIONs.
- 4. Be responsible to provide the network infrastructure in the Power and RNI Location areas in Diagram 1, including network cabling and power identified in blue in Diagram 1.
- 5. Be responsible for monthly and annual fees associated with the network access for all sites where network access is needed.
- 6. Be responsible to provide communications link between the Regional Network Interface (RNI) and BASESTATION.
- 7. Purchase any routers, hubs, mounting equipment, uninterruptible power supply and/or security equipment needed to connect the RNI to the Client's internal network.
- 8. Be responsible for the installation of Meters, SmartPoint Modules, Load Control, Home Area Network, and Automation Devices.

RNI Responsibilities:

The RNI will be a SAAS model that will be stored at one of Sensus secure data sites. If Owned Model is available Client will be required to purchase the servers through Sensus and provide adequate power and room to house the servers.

Core & Main will:

- 1. Supply the RNI hardware and data management software necessary to operate on the RNI hardware.
- 2. Work with Sensus to obtain final configuration of all software and RNI hardware for operation with the FlexNet network.
- 3. Work with Sensus to Test and verify proper network connectivity to access the BASESTATION.

Client will:

- 1. Purchase all needed FlexNet (RNI) computer equipment.
- 2. Be responsible for fees associated with acquiring and maintaining the static IP addresses needed to access network equipment located at the BASESTATION site.
- 3. Provide the necessary static IP addresses for the FlexNet system components.
- 4. Be responsible to secure a suitable contractor to connect the data management software to the billing system to allow for data to be imported for billing purposes.
- 5. Provide remote network access to the FlexNet BASESTATION network to Sensus. This provides Sensus Technical Services personnel the ability to perform ongoing system support and troubleshooting.

Infrastructure Site Responsibilities

BASESTATION:

Core & Main will:

- 1. Instruct Client concerning infrastructure site preparation work, and verify work is done correctly.
- 2. Coordinate the installation and commissioning of FlexNet Infrastructure for proper operation.
- 3. Hire a competent contractor to install the antenna and related components.
- 4. Provide the necessary antennas, mounts, cable and other antenna components for the BASESTATIONS.
- 5. Not be held responsible for damage to any interior/exterior coatings on water tanks that result from welding of antenna mounts to tanks. Parties will agree to a scope of work prior to installation.

Client will:

- 1. Purchase the required number of BASESTATIONs.
- 2. Be responsible to provide an area at the BASESTATION site for installation if the BASESTATION is installed at a Client provided site.
- 3. Be responsible to provide a 120 VAC power source to the BASESTATION. All necessary electric requirements which will include 120 VAC Non GFI receptacles to be at the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes.
- 4. Hire a certified electrician to connect all power to the BASESTATION.
- 5. Be responsible to provide network access at the site where the BASESTATION is located. Client should consult with Core & Main about the available options for network connections between BASESTATION and RNI.
- 6. Be responsible to provide any conduit and/or trenching required to provide cabling requirements from the tower site to the BASESTATION installation.
- Be responsible to provide CAT 5 UV and weather resistant network cable from the network service provider access link to the cabinet.
- 8. Be responsible to provide any conduit or trenching needed to run the data cable to the BASESTATION. Client is responsible to assure that data cable is located to final location of the BASESTATION.
- 9. Be responsible to provide security at BASESTATION location.
- 10. Be responsible to provide sufficient foundation to secure the outdoor cabinet should an outdoor cabinet be required to house the BASESTATION. This foundation will consist of a concrete pad or steel structure that is designed to hold 600 lbs. per square inch.

- 11. Be responsible to provide 240 VAC of power to the BASESTATION unit should an outdoor cabinet be required. Receptacles to be located within 1 foot of the final location of the BASESTATION installation. If trenching of the power line is needed, the Client will be responsible to provide the necessary trenching, conduit, and cabling needed to supply power from the power source outlet to the base station cabinet. All electrical equipment will be installed in accordance with local codes. 1
- 12. Be responsible for installing grounding material at the location of the BASESTATION installation. At a minimum, the material should consist of # 4 or #2 stranded copper wire which will connect to the BASESTATION.
- 13. Be responsible for proper ground field at the BASESTATION site.
- 14. Be responsible for getting access/permission to any structure that is not owned by the Client.
- 15. Prepare the site for the BASESTATION by completing the below tasks:
 - a. Site must have a network connection available for the BASESTATION to communicate with RNI. The Ethernet connector on the BASESTATION unit is an RJ-45 type, 10/100 auto signaling rate. Minimum WAN bandwidth requirements are 128 kbps with a redundant path. Any network equipment to interface the BASESTATION such as Juniper router / firewall, switches, etc. will be Client provided.
 - b. Client will supply connectivity information to Sensus (IP address, default gateway, sub-net mask, etc.)
 - c. Provide suitable antenna mounting structure such as a tower, monopole, or building that is capable of supporting the weight of the antenna, cable, mounting hardware and wind loading.
 - d. Indoor site should have adequate room for the rack facilitating opening of both front and rear doors, and an available 120V grounded outlet within 10 feet.
 - e. Outdoor site installation single phase 240 VAC 30-amp circuit from Meter bank to disconnect panel on BASESTATION
 - f. Outdoor site shall have installation of BASESTATION concrete support pad or suitable steel support structure with a minimum loading capacity of 600lb. per square inch.
 - g. Indoor site should have adequate environmental control/ventilation. Recommended environmental ranges are shown in Appendix A of the Tower Gateway Base Station Installation Manual. Although the unit is capable of operation in extreme temperatures, maintaining a moderate and constant temperature environment will promote trouble-free service and long life.
 - h. Site must have all RF, and power connections properly surge arrested to prevent damage in the event of a major lightning strike. A Halo type building ground installation with a tie available to connect to the rack ground bar is recommended

R100N / Remote Transceiver Responsibilities (if applicable)

Core & Main will:

- 1. Provide mounting brackets for installation.
- 2. Identify the optimum location to install the R100N Transceiver/Remote Transceiver and communicate those locations to Customer.
- 3. R100N Transceiver/Remote Transceiver locations will be identified only after sufficient FlexNet Base Stations and endpoints have been installed and it is apparent that additional infrastructure in the form of R100N Transceivers/Remote Transceivers is required to optimize system performance.

Customer will:

- 1. Install the R100N Transceiver/Remote Transceiver units and ancillary equipment necessary to a structure.
- 2. Provide a 120 VAC power source and cable run, in compliance with local code, to the point where each Echo Transceiver/Remote Transceiver will be installed to supply all necessary power requirements. These boxes can be installed on top of poles, buildings, etc. For such cable runs, 18 AWG UV and weather resistant power

- cable for runs less than 470 ft. and 16 AWG for runs less than 750 ft. are needed.
- 3. Initiate, coordinate, and acquire authorization for installation crews to climb poles, buildings and other structures necessary to safely affix cable runs as needed for the installation of the Echo Transceivers/Remote Transceivers.
- 4. Provide adequate electricity to the R100N Transceiver/Remote Transceiver locations and be responsible for any and all recurring electricity charges for R100N Transceiver/Remote Transceiver operations.
- 5. Be responsible for on-going maintenance and support of the equipment after installation.

Miscellaneous Responsibilities

Client will:

- 1. Be responsible for the payment of any taxes, renewal, regulatory or license fees associated with the network hardware and software.
- 2. Be responsible for applying for and purchasing any needed work permits.

Exhibit A-4

Propagation Study

© 2022 Microsoft Corporation © 2022 TomTom -airmont Forest Pa E IS eleis s Township Lockport V Pointe 0. Lake Estates Herritag Essex Autumn Lake Estates Winding Creek 26 of 35

FlexNet Design

Propagation Analysis

12327 - CREST HILL CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022

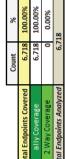
Proposed Site Details

Total Site Locations: 2 **Total Base station Counts:** 2

M400B2 = 2

Design Factors

Flex Net Version: V1
Endpoint Type: Water
Smart point Location: Outdoor



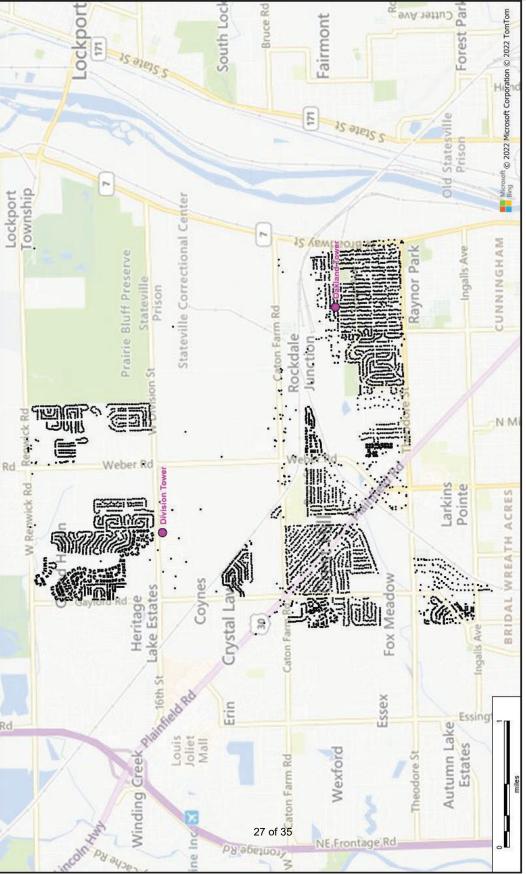




This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

Base station and Meter Locations FlexNet Design

12327 - CREST HILL CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022



LEGEND

Site Location

Endpoint Location

Item 11. SEUSUS a xylem br

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

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FlexNet Design Base station and Clutter

12327 - CREST HILL CITY OF-AM Crest Hill, IL RF Engineer: James Spangler Date: 04/28/2022

LEGEND

Site Location

High Density Urban Core Urban

Residential with Trees Residential with few Trees Commercial Industrial

Transportation

Grassland Agriculture Open in Urban Airport
Transpor
Grassland
Open in L

Forested Dense Marsh Wetland Rural

Inland Water

SENSUS

a xylem br

Item 11.

This propagation study is based on actual information provided by the utility pertaining to meter type, Smart point Location, potential antennae height on structure, structure height, and structure location. Any changes, deletions and/or additions that are not provided to the design engineers during the creation of this design may result in a study that does not correlate to actual field conditions.

Appendix B

WARRANTY

The warranties on Work shall be as follows:

1. <u>Project Materials and Supplies</u>.

- (a) General. Meters and equipment that Client purchases from Core & Main are warranted by the manufacturer to be free from Manufacturers' Defects for the period specified in the manufacturer's warranty. A copy of the present warranty of each manufacturer that will supply meters and equipment as part of the Project is attached hereto as Exhibit BD-1. The term of such manufacturer's warranty shall be as set forth in such attached warranty (as the same may be changed from time to time during the course of the performance of the Agreement, but with changes to apply only to purchases of meters and equipment occurring after the change becomes effective), but generally the start date for meter and equipment warranties is the date of the manufacturer's shipment of such meters and equipment ("Manufacturer's Warranty Period"). PROJECT MATERIALS AND SUPPLIES OTHER THAN METERS AND EQUIPMENT ARE NOT WARRANTED. CORE & MAIN DOES NOT PROVIDE ANY SEPARATE WARRANTY FOR PROJECT MATERIALS AND SUPPLIES.
- (b) <u>Core & Main's Responsibility</u>. Upon any breach of the manufacturer's warranty on a meter or equipment noticed to Core & Main during the applicable Manufacturer's Warranty Period, Core & Main's sole responsibility shall be to cooperate with Client in arranging for the manufacturer to repair or replace any defective meter or equipment.

2. Installation Work and Services.

- (a) <u>General</u>. Core & Main warrants that all installation Work provided by Core & Main shall be performed by Core & Main in a workmanlike manner and in compliance with any specifications set forth in this Agreement, with such warranty to expire one year from the date when such installation Work was performed (the "<u>Warranty Period</u>").
- (b) <u>Exclusive Remedy</u>. Upon any breach of Core & Main's warranty as to installation Work during the applicable Warranty Period, Core & Main's sole responsibility shall be to perform any corrective installation Work necessary to bring Core & Main's installation Work into compliance with such requirements.
- 3. <u>DISCLAIMER OF FURTHER WARRANTIES</u>. EXCEPT FOR THE FOREGOING EXPRESS WARRANTY, CORE & MAIN DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, WHETHER ARISING OUT OF WARRANTY, INDEMNITY, TORT, CONTRACT OR OTHERWISE, SHALL CORE & MAIN BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND. IN NO EVENT WILL THE LIABILITY OF CORE & MAIN UNDER THIS AGREEMENT EXCEED THE AMOUNTS PAID TO CORE & MAIN BY CLIENT HEREUNDER.

Exhibit B-1

Manufacturers' Warranties

Attached to this Exhibit B-1 are the manufacturers' warranties for each of the manufacturers providing materials to the Project.

Sensus Base Station Protection Plan

The following information describes the features of the base station protection plan provided to FlexNet® communication network customers. The base station protection plan was created to provide customers assurance that their base stations are covered regardless of whether it is a maintenance issue or the need to be upgraded to meet minimum software and hardware operating requirements for Sensus products.

Participation and Coverage

Participation in the base station protection plan is strongly recommended. This recommendation is made so that all participating customers can benefit from this cost effective plan to meet support needs.

All customers are required to declare participation in this program at the time of the initial base station order. Customers will be required to purchase the base station protection plan in five (5) year increments. Customers will be issued a renewal notice approximately sixty (60) days prior to the expiration date for them to renew for a new five (5) year term. Invoices must be paid no later than thirty (30) days following the system anniversary date or the protection plan will be terminated. Customers who do not choose to renew during the renewal period cannot elect to participate once the renewal period has expired.

Coverage Terms

- Sensus will repair or replace defective parts
- Base stations will be upgraded to meet minimum requirements for operating Sensus products
- Protection plan includes labor in the repair, replacement or upgrades of base stations
- Access to technical support 24/7
- Defective parts will be repaired or replaced within five (5) business days once Technical Service
 has determined that the base station is unusable and that no workaround is available
- Upgrades to base stations will be completed by Sensus or their representatives once it has been determined that the hardware or operating software requires an upgrade to meet minimum operating requirements for Sensus products
- Includes base station re-certification, if required



Alternate Option

Because participation in this protection plan is not mandatory, there is an alternate option for customers who choose to not participate. The customer will be charged for any and all repair, replacement or upgrade related to hardware, software and labor. Standard rates for all hardware and services at the time of service will apply.

Further Information

If you would like further help or information concerning the protection plan, please contact your local Sensus representative, authorized distributor, or call 1-800 METER-IT (1-800-638-3748)

Notes

- Customers are responsible for monitoring hardware and software components of their FlexNet system and contacting Sensus when support is needed. The base station protection plan does not cover system monitoring on a continuous or ongoing basis
- Customer acknowledges that Sensus reserves the right to repair or replace malfunctioning
 equipment at its discretion and at Sensus choice of location either at the customer site, Sensus
 manufacturing facility or other appropriate site determined by Sensus
- If Sensus becomes unable, either wholly or in part, by an event of Force Majeure, to fulfill its obligations under this agreement, the obligations affected by the event of the Force Majeure will be suspended during the continuance of that inability. The term "Force Majeure" means events beyond the reasonable control of Sensus, including, but not limited to, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, vandalism, illegal radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provide hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibition by any court, board, department, commission or agency of the United Sates or any States, any arrests and restraints, civil disturbances and explosions. Furthermore, the above services and support do not apply to products or software which have been: installed improperly or in non-recommended installations. Tampered with; modified or repaired with parts or assemblies not certified in writing by Sensus, including without limitation, communications parts and assemblies; converted; altered; damaged; read by equipment not approved by Sensus; subject to misuse, improper storage, care, maintenance (including expired hardware and/or software maintenance) or improper periodic testing (collectively, "Exceptions".) If the applicable product satisfies any of the above Exceptions, the customer shall pay for and/or reimburse Sensus for all expenses incurred by Sensus in the examination and/or repair or replacement of such products
- Does not include antenna, antenna cables or base station batteries
- Does not include costs associated with tower rental, electrical fees or site maintenance
- Does not include costs associated with purchase, maintenance or support of ancillary network equipment or network backhaul connection
- Does not include adding additional base stations to assure network coverage and/or capacity
- Does not include upgrades for network capacity due to increased field devices or traffic requirements in the service territory

Terms and Trademarks

- "FlexNet base station" identifies the Sensus manufactured device consisting of one transceiver that receives readings from the SmartPoint® modules (either directly or via a repeater) by radio frequency and passes those reading to the RNI by TCP/IP backhaul communications. For clarity, FlexNet base stations include M400B2, M400DS, M400D and R100NA
- "SmartPoint" modules identifies the Sensus transmission devices installed on devices such as meters, distribution automation equipment and demand response devices located at end user premises that take the readings of the meters and transmit those readings by radio frequency to the relevant FlexNet base stations
- "RNI" identifies the regional network interfaces consisting of hardware and software used to gather, store and report data collected by the FlexNet bse station from the SmartPoint modules
- "Field Devices" refers to the SmartPoint modules
- "FlexWare Software" or "Sensus Software" identifies the Sensus RNI software or FlexNet base station software
- "Updates" means releases of the software or hardware that constitute a minor improvement in functionality
- "Upgrades" means release of the software or hardware which constitute a significant improvements in functionality or architecture of the software or hardware
- "Release" means both updates or upgrades
- "AMI System" identifies the Sensus FlexNet Advanced Metering Infrastructure (AMI) system comprised of the SmartPoint modules, RF equipment, server hardware, software licenses, FCC licenses and other equipment provided to the customer hereunder. The AMI system included the foregoing, as provided by Sensus. The AMI system does not include goods, equipment, software, licenses or rights provided by a third party or parties to this agreement.

This base station protection plan is supplemental to Sensus' published warranties available at www.sensus.com/tc. The goods and services outlined herein are valid upon Sensus' receipt of payments within the specified timeline as defined within Sensus payment terms and conditions.

All products purchased and service performed are subject to Sensus' terms of sale, available at either www.sensus.com/tc or 1-800-METER-IT. Sensus reserves the right to modify these terms and conditions in its own discretion without notice to the customer.

For additional information concerning you base station protection plan, please contact your local Sensus representative, authorized distributor, or call: 1-800-METER-IT (1-800-638-3748).



Sensus AMI System Performance Warranty

CF-C-WAR-00-01

Item 11.

Terms of Sale

Sensus USA Inc. ("Sensus") warrants the performance of the AMI System to the Customer as set forth below. This warranty and all products and services sold or otherwise provided by Sensus directly to the Customer are pursuant to the Sensus Terms of Sale, available at: http://na.sensus.com/TC/TermsConditions.pdf ("Terms of Sale")

- Performance Warranty. The "Performance Warranty" is as follows:
 - Warranty. Sensus warrants to Customer that the AMI System deployed for a particular Utility Customer meets the performance test standards set forth below in section 3 ("Performance Test Standards") from the Effective Date until the Warranty End Date. If the Utility Customer's AMI System does not meet such Performance Test Standards, then as Sensus' sole obligation and Customer's sole remedy, Sensus shall take steps that Sensus deems necessary, in Sensus' sole discretion, to cause the AMI System to satisfy the Performance Test Standards. Such steps may include Sensus' delivery to the Utility Customer (without charge to the Utility Customer) the hardware for additional RF Field Equipment, provided that all RF Field Equipment shall be located and installed as directed by Sensus. Utility Customer shall have title to all equipment provided pursuant to this subsection (A). Notwithstanding anything to the contrary, Customer shall pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment provided pursuant to this subsection (A).
 - Limitations. The Performance Warranty shall only apply; (i) to the Meter Data; (ii) from the Effective Date until the Warranty End Date; (iii) if Sensus has completed a propagation study for the applicable Utility Customer based on the Performance Test Standards, such propagation study has been approved in writing (including without limitation, by email) by Sensus, and such propagation study has been agreed to in writing (including without limitation, by email) by the Utility Customer ("Certified Propagation Study") (for clarity, the Certified Propagation Study consists of all documents of the propagation study, including without limitation, the server map and the document describing the Required RF Field Equipment locations and antennae details); (iv) if the Utility Customer has entered into a Spectrum Lease Agreement with Sensus; (v) if all the Required RF Field Equipment identified in the Certified Propagation Study is installed; (vi) if the Required RF Field Equipment is installed as described in the Certified Propagation Study, including without limitation, in the locations and at the heights identified in the Certified Propagation Study; and (vii) the Required RF Field Equipment is operating and has been maintained to Sensus' specifications (collectively, the "Requirements"). If any Requirement is not satisfied, then: the Performance Warranty is void; Sensus has no obligation to remedy the AMI System performance; Sensus has no obligation to provide RF Field Equipment hardware at no cost; and Customer is responsible for purchasing such RF Field Equipment, even if it is necessary to meet the specifications set forth in the Performance Test Standards. Furthermore, if new and/or different RF Field Equipment locations are required as a result of not meeting any Requirements, Customer agrees to: pay Sensus for the completion of any additional propagation studies; pay Sensus for the additional RF Field Equipment hardware; perform the necessary site preparation; and pay for any Recurrent RF Field Equipment Fees and any Ongoing Fees for all equipment purchased pursuant to this subsection (B). Any equipment required pursuant to this subsection (B) is added to the definition of "Required RF Field Equipment."

Performance Test Standards

Generally.

- The parties shall mutually agree on specific reading routes (each a "Route"). Each Route will be separately tested with the intent to provide incremental acceptance of distinctly defined geographical areas and populations of meters. Each Route shall contain a statistical sample of Test Units ("Route Units"). Route Units only include the Test Units installed in the applicable Route. For Utility Customers with any combination of water, gas, and electricity Endpoints, the water Endpoints, gas Endpoints, and electricity Endpoints will each be tested separately according to the procedure below. For clarity, a single Route will not have a combination of water, gas, and electricity meters, but it will consist of only water, gas, or electricity Test Units.
- Before beginning the Performance Test Standards, all Route Units must be installed. Customer shall send written notice to Sensus once the Test Equipment and all Route Units are installed ("Route Deployment"). Such notice shall indicate the date on which the Route Deployment was completed ("Route Deployment Date").
- Within thirty (30) days after the Route Deployment Date, the parties shall begin the Performance Test Standards on the Route. Customer, Utility Customer, and Sensus shall work in good faith to complete the Performance Test Standards no later than thirty (30) days after commencement of testing.

Route Read Success Test.

The Route Read Success Test will measure the percentage of Route Units that deliver valid billable meter reads during the Billing Window. The Route Read Success Test only measures reads sent from the Route Units; it does not include on demand reads. The commencement date of the Billing Window shall be agreed by Customer and Sensus.

(# of Route Units that deliver a valid billable meter read during the Billing Window) Route Read Success = 100 x

(total # of Route Units in the applicable Route)

- If Route Read Success is equal or greater than the Success Percentage during one Billing Window, the Performance Test Standards for that Route has passed. Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the applicable Route; or (b) Sensus has successfully completed the Performance Test Standards for the applicable Route and such notice shall specify the applicable Route and shall state the date on which the Route Read Success Test was successfully completed. If Customer does not issue such notice within five days of completion of the test, then the test is automatically deemed successfully passed. Sensus has no obligation to continue optimizing the system and meeting performance specifications upon successful completion of the Performance Test Standards for each Route. This process shall continue until all Routes have successfully completed the Performance Test Standards. If Sensus does not successfully complete the Performance Test Standards for the applicable Route, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the applicable Route shall be retested within
- Upon completion of the Performance Test Standards for all Routes, Customer shall promptly issue written notice to Sensus that either (a) Sensus has not successfully completed the Performance Test Standards for the AMI System; or (b) Sensus has successfully completed the Performance Test Standards for the AMI System and such notice shall state the date on which the Performance Test Standards was successfully completed. If Customer does not issue such notice within five days of completion of the tests, then the Performance Test Standards for the AMI System is automatically deemed successfully passed. If Sensus does not successfully complete the Performance Test Standards, then upon receipt of notice, Sensus shall fulfill its obligations in Section 2 above, and the AMI System shall be retested within a reasonable time.
- THE WARRANTY SET FORTH IN SECTION 2 OF THIS PERFORMANCE WARRANTY IS THE ONLY WARRANTY RELATED TO THE PERFORMANCE OF THE AMI SYSTEM. SENSUS EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS, WARRANTIES, CONDITIONS, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER IN CONNECTION WITH THESE TERMS OF SALE, INCLUDING WITHOUT LIMITATION, WARRANTIES AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NON-INFRINGEMENT AND TITLE.
- SENSUS ASSUMES NO LIABILITY FOR COSTS OR EXPENSES ASSOCIATED WITH LOST REVENUE OR WITH THE REMOVAL OR INSTALLATION OF EQUIPMENT. THE FOREGOING REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR THE PERFORMANCE OF THE AMI SYSTEM.

Limitation of Liability.

SENSUS' AGGREGATE LIABILITY IN ANY AND ALL CAUSES OF ACTION ARISING UNDER, OUT OF OR IN RELATION TO THIS WARRANTY AND ALL OTHER AGREEMENTS BETWEEN SENSUS AND CUSTOMER, THEIR NEGOTIATION, PERFORMANCE, BREACH OR TERMINATION (COLLECTIVELY "CAUSES OF ACTION") SHALL NOT EXCEED (I) IF CUSTOMER IS ALSO THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS; OR (II) IF CUSTOMER IS NOT THE UTILITY CUSTOMER, THE TOTAL AMOUNT PAID BY CUSTOMER TO SENSUS SOLELY IN RELATION TO THE UTILITY CUSTOMER. THIS IS SO WHETHER THE CAUSES OF ACTION ARE IN TORT, INCLUDING WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY, IN CONTRACT, UNDER STATUTE OR OTHERWISE. AS A SEPARATE AND INDEPENDENT LIMITATION ON LIABILITY, SENSUS' LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES. SENSUS SHALL NOT BE LIABLE FOR: (I) ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; NOR (II) ANY REVENUE OR PROFITS LOST BY CUSTOMER, UTILITY CUSTOMER OR EITHER OF THEIR AFFILIATES FROM ANY END USER(S), IRRESPECTIVE OF WHETHER SUCH LOST REVENUE OR PROFITS IS CATEGORIZED AS DIRECT DAMAGES OR OTHERWISE; NOR (III) ANY IN/OUT COSTS; NOR (IV) MANUAL METER READ COSTS AND EXPENSES. The limitations on liability set forth herein are fundamental inducements to Sensus. They apply unconditionally and in all respects. They are to be interpreted broadly so as to give Sensus the maximum protection permitted under law. To the maximum extent permitted by law, no Cause of Action may be instituted against Sensus more than TWELVE (12) MONTHS after the Cause of Action first arose. In the calculation of any damages in any Cause of Action, no damages incurred more than TWELVE (12) MONTHS prior to the filing of the Cause of Action shall be recoverable.

7. Definitions

Any terms used in this Performance Warranty as defined terms, and which are not defined herein, shall have the meanings given to those terms in the Terms of Sale, as defined above.

- A. "AMI System" identifies the Sensus FlexNet Advanced Meter Infrastructure System deployed by the Customer, comprised of the SmartPoint Modules, RF Field Equipment, regional network interface (RNI), software, FCC licenses, and other Sensus equipment provided to Customer and/or to the Utility Customer. The AMI System only includes the foregoing, as provided by Sensus to the Utility Customer, either directly or through a Sensus authorized distributor. The AMI System does not include goods, equipment, software, licenses or rights provided by a third party(ies).
- "Available Meter" means an installed Sensus FlexNet meter (with a SmartPoint Module installed) or a Sensus SmartPoint Module which has been installed on a third party meter, and which, in either case, is not an Unavailable Meter (or on an Unavailable Meter in the case of SmartPoint Modules on third party meters) and which satisfies all of the following criteria: (i) it functions properly, is powered, and is not a damaged or failed meter; (ii) if applicable, it is in a deployment area of meters such that a sufficient number of two-way meters are in range of each other; (iii) it is serviced by RF Field Equipment that has not been subjected to a power failure greater than eight (8) total hours; (iv) neither it nor the RF Field Equipment that serves that meter has been affected by a Force Majeure event; (v) jamming of the radio spectrum is not preventing or interfering with radio communication to or from the meter; (vi) it is installed in the Service Territory; (vii) it has not been reported to Utility Customer under Sensus' or Utility Customer's preventative maintenance; (viii) its functioning or performance has not been adversely affected by a failure of Customer and/ or Utility Customer to perform its obligations or tasks for which it is responsible, including without limitation, testing and confirming that the socket to which the meter will be/is connected is in safe operating condition, is fully functional, is not corroded, does not contain improperly installed jaws or other deficiencies, complies with ANSI standards, and is not "hot", damaged, or otherwise in need of maintenance or repair; (ix) its functioning or performance has not been adversely affected by a failure or insufficiency of the back haul telecommunications network for communications among the components of the Sensus AMI System; and (x) it has been installed in compliance with the procedures and specifications approved by Customer and Sensus.
- C. "Billing Window" for a meter means the four day period commencing one day prior to the relevant billing day for such meter and ending two days after such billing day. The Billing Window for testing purposes shall be agreed by Customer and Sensus.
- "Customer" means the entity that purchases goods and/or services directly from Sensus.
- E. "Effective Date" means the date the Utility Customer signs the Spectrum Lease Agreement between Utility Customer and Sensus.
- F. "End User" means any end user of electricity, water, and/or gas (as applicable) that pays Utility Customer for the consumption of electricity, water, and/or gas, as applicable.
- G. "Endpoints" mean both (a) Sensus FlexNet meters (with a SmartPoint Module installed); and (b) Sensus SmartPoint Modules which have been installed on a third party meter.
- H. "Force Majeure" means an event beyond a party's reasonable control, including without limitation, acts of God, hurricane, flood, volcano, tsunami, tornado, storm, tempest, mudslide, vandalism, illegal or unauthorized radio frequency interference, strikes, lockouts, or other industrial disturbances, unavailability of component parts of any goods provided hereunder, acts of public enemies, wars, blockades, insurrections, riots, epidemics, earthquakes, fires, restraints or prohibitions by any court, board, department, commission or agency of the United States or any States, any arrests and restraints, civil disturbances and explosion.
- "In/Out Costs" means any costs and expenses incurred in transporting goods between to and from End User's premises and any costs and expenses incurred in installing, uninstalling and removing goods.
- J. "Meter Data" means the specific metering information, including without limitation, locations and antenna heights, provided to Sensus by Utility Customer in writing prior to the earlier of the; (i) Effective Date; and (ii) the date set forth on the propagation study (collectively, the "Data Date"). The parties recognize and agree that the RF Field Equipment site design and build is based on the specific Meter Data provided to Sensus. For clarity, the Meter Data only contains the information specifically provided to Sensus by the Utility Customer in writing prior to the Data Date. By way of example only (and not as an exhaustive list), the "Meter Data" includes the latitudes and longitudes of each meter, the location of each module either inside or outside (outside is assumed), and, for meters in pits, whether the radio is installed through or under the lid (the assumption is through the lids). New or different metering locations and/or antenna heights provided after the Data Date are not included as part of the Meter Data.
- K. "Ongoing fees" means any reoccurring monthly or annual fees, including without limitation, fees for software and spectrum leases.

- L. "Recurrent RF Field Equipment Fees" means any and all costs, fees, and expenses required to; (i) warrant the RF Field Equipment; and (ii) install and keep the RF Field Equipment located in the field, including without limitation, site procurement and preparation fees, fees related to building poles or towers, tower lease fees, costs of electricity supply, and any local, state, or federal government taxes or charges.
- M. "Remote Transceiver" identifies the Sensus standalone, mounted relay device that takes the radio frequency readings from the SmartPoint Modules and relays them directly to the RNI by TCP/IP backhaul communication.
- N. "Required RF Field Equipment" means the number, location, and height of the RF Field Equipment set forth in the Certified Propagation Study.
- "RF Field Equipment" means the FlexNet Base Stations, Echo Transceivers, and Remote Transceivers.
- P. "Service Territory" identifies the geographic area where Utility Customer provides electricity, water, and/or gas (as applicable) services to End Users as of the Effective Date. This area will be described in Utility Customer and Sensus' spectrum lease filing with the FCC.
- Q. "Spectrum Lease Agreement" means a written, signed agreement between Sensus and Utility Customer whereby the Utility Customer leases certain spectrum from Sensus. The Spectrum Lease Agreement may be included as part of a larger agreement, such as an AMI Agreement or a Software License and Spectrum Lease Agreement.
- R. "Success Percentage" means, of the covered meters in the propagation study, 98.5%
- S. "Test Equipment" means the number of RF Field Equipment and production RNIs set forth in the Certified Propagation Study. The Test Equipment specifically does not include test RNIs or backup RNIs; it only includes production RNIs.
- T. "Test Units" means Endpoints that are both; (i) Available Meters throughout the entire test period; and (ii) are covered meters, as depicted on the Certified Propagation Study.
 - "Unavailable Meters" include meters with sockets with power cut at the pole, meters that are booted on the line side, sockets that are not provided power due to a power delivery system failure, meters with tamper, theft or other human induced failures that render the meter or SmartPoint Module incapable of providing a read, a Force Majeure event induced failures of the power delivery system, socket or meter, and/ or any system or meter maintenance issue that precludes the meter from transmitting its message to the network. Examples of Unavailable Meters include: (i) Cut At Pole: a meter for which power has been turned off to the socket by Utility Customer; (ii) Booted on Line Side: nominally a meter for which power has been turned off by placing "boots" in the socket from which the power to the meter has effectively been turned off; (iii) Failed or flawed power delivery to the meter socket; Utility Customer power generation, distribution or delivery system failure that has effectively turned off power to the socket and/or meter; (iv) Tampered Meters: sockets, meters or distribution assets that have been modified by unauthorized personnel rendering the meter incapable of providing accurate usage readings from that meter; (v) Broken TouchCoupler unit: the TouchCoupler unit is damaged by intentional or unintentional acts; (vi) Broken Clip: the clip that holds the TouchCoupler unit into the radio package housing is broken and the unit cannot complete the inductive electrical connection; (vii) Improper installation of the TouchCoupler unit: the TouchCoupler unit is not pushed all the way into the housing clip causing the unit to not be able to complete the inductive electrical connection; (viii) Unit not installed through the pit lid: the unit is not installed with the antenna positioned through the pit lid and properly secured with the retaining nut. The radio unit must also be securely attached to the antenna section; (ix) Radio unit not securely attached to the Antenna unit: The water-proof SmartPoint Module housing is not properly installed and secured to the antenna unit; (x) Damaged antenna: the unit's antenna is damaged by intentional or unintentional acts; (xi) Damaged radio package: the unit's water-proof radio package is damaged by intentional or unintentional acts; (xii) Data Base errors: the unit is removed from the system but not updated in the database. The unit is still shown as in the system when in fact has been removed; (xiii) Phantom Units: the unit is removed from the system but is still transmitting and being heard by the system; and (xiv) Other Installation Defect: the unit is otherwise installed improperly so that it does not communicate with the FlexNet Base Station.
- V. "Utility Customer" means the utility customer that uses the Sensus goods and services in its AMI System regardless of whether such goods and services are purchased directly from Sensus or from a Sensus authorized distributor. For clarity, the Utility Customer is also the Customer if the Utility Customer purchases directly from Sensus.
- W. "Warranty End Date" means the earlier of; (i) the third anniversary of the Effective Date; (ii) successful completion of the applicable Performance Test Standards; or (iii) the termination or expiration of the Spectrum Lease Agreement between Utility Customer and Sensus.



Crest Hill CITY OF NEIGHBORS

City Council Agenda Memo

Crest Hill, IL

Meeting Date: 10/3/2022

Submitter: Mark Siefert, Director of Public Works

Department: Public Works

Agenda Item: To approve change order #1 with Camco Construction for the work being done

on the Theodore St. storm sewer for \$14,034.78

Summary: An existing conflict with an underground ComEd cable was discovered that affects work on the Theodore Street storm sewer. The following options were considered to address this problem:

- 1. Replace this proposed structure with three smaller drainage structures.
 - a. The city would also be paying something to the contractor for the original proposed structure because of its special design and that it has already been fabricated.
- 2. Have ComEd relocate this buried line which will take months to finalize and will push our completion into next spring to finish the construction and we would also be on the hook for the cost of the relocation.

Staff would recommend going with the option one above so Camco can finish this project up this construction season. This is recommended due to the timing of the work and the costs of wintering the project over the next winter season and along with the fact that option two in the end would end up being very similar if not more in additional costs.

In addition to this the contractor needed to remove more sidewalk than the plans allowed along the south side of Theodore to get enough slack in a communication line to move it behind the proposed structure and miss an existing 10" Joliet water main. This work was another \$5,400.

Recommended Council Action: To approve change order #1 with Camco Construction for the work being done on the Theodore St. storm sewer for \$14,034.78.

Financial Impact:

Funding Source: Water/Sewer Budgeted Amount: \$60,000

Cost: Original \$41,141

With Change order #1- \$55,175.78

Attachments:

Change Order #1

Construction by Camco, Inc.

2125 Oak Leaf Street, Joliet, Illinois 60436

Phone: (815) 741-4455 Fax: (815) 741-4498

City of Crest Hill 1610 Plainfield Rd. Crest Hill, IL 60403 September 25, 2022 PROPOSAL

Attn: Mr. Blaine Kline

Construction by Camco, Inc.

Theodore Street Sewer Improvements Summary of Quantities REQUEST FOR CHANGE ORDER NO. 1 - Schedule of Prices					
Item	Description	Qty	Unit	Unit Price	Cost
1	CB, TY-A, 4' DIA., W/ TY-1 F&OL	1	EACH	\$4,549.34	\$4,549.34
2	CB, TY-C, 2' DIA., W/ TY-24 F&G	2	EACH	\$3,862.86	\$7,725.72
3	STORM SEWER, TY-1, 12" PVC SDR 26	10	FOOT	\$149.22	\$1,492.20
4	CREDIT-HIGH CAP. INLET W/ DELIVERY	1	EA	(\$5,132.48)	(\$5,132.48)
Bidder's Proposal for Making the Improvements:				\$8,634.78	

Includes: Our bid includes hauling off excess unctonaminated spoil from our work. Bid is based on normal work hours Monday-Friday, 7:00 AM - 3:30 PM.

Exclusions: Rail Road insurance, grading of ditches, Bonds, permits, license or fees, construction layout, material or compaction testing, soil testing, IL EPA 662/663 completed forms, rock excavation, silt fence.

Sincerely,	Accept.
Michael M Marchiniak Sr.	
Michael M Marchiniak Sr.	Date.



Agenda Memo

Crest Hill, IL

Meeting Date: October 3, 2022

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Approve a resolution to approve an intergovernmental agreement between the

City of Crest Hill and Will County for installation and maintenance of

illuminated street name signs on Weber Road

Summary: Attached is an Intergovernmental Agreement (IGA) for the installation of illuminated Street signs at the following intersections:

- Root and Weber
- Division and Weber
- Randich and Weber

The signs for Root and Weber have been delivered and are located at Public Works. These signs cost \$11,391.00 and are scheduled to be paid out of MFT funds.

Attached is a quote from Meade Electric for installation of the illuminated street signs at the Root and Weber Intersection for a cost of \$11,985.90. If city council approves this agreement, I will work with the contractor to have them installed by the end of the year.

With these additional locations of Division and Randich included in this agreement now it will allow the city to install them when the city is ready. We will not be required to execute another agreement later. Staff would only be required to get a permit from the county for the Division and Randich locations.

Recommended Council Action: Approve a resolution to approve an intergovernmental agreement between the City of Crest Hill and Will County for installation and maintenance of illuminated street name signs on Weber Road

Financial Impact: There will be no change in the overall MFT budget approved in this year's budget. Original amount budgeted for Materials and Supplies (05-00-5400) was \$160,000. Additional funding required to pay the cost of the Illuminated Street signs at Root and Weber (Materials and Installation) will come from the saving on this year's MFT resurfacing projects.

The location of Root St. was not originally included in this year's MFT budget. It was added because this location was omitted when the other locations where authorized.

Funding Source: MFT

Budgeted Amount: \$0.00

Cost: \$23,400.00

Attachments:

Resolution Meade Illuminated Street Sign Quote Illuminated Street Name Signs IGA

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND OTHER COSTS OF ILLUMINATED STREET NAME SIGNS AT THE INTERSECTIONS ALONG WEBER ROAD AT VARIOUS LOCATIONS IN THE COUNTY OF WILL

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, safety, and welfare of its citizens; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the City of Crest Hill, to facilitate the free flow of traffic and provide safety to the motoring public, has determined that it is in the best interests of the City and its residents to install illuminated street name signs at the intersections along Weber Road at Root Street, Division St, and Randich Road; and

WHEREAS, Weber Road (County Highway 88) from Lily Cache Lane extending south to Route 30 is currently under the jurisdiction of the County of Will; and

WHEREAS, Root Street, Division Street and Randich road are each currently under the jurisdiction of the City of Crest Hill; and

WHEREAS, the County of Will and the City of Crest Hill have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Illuminated Street Name Signs in an Intergovernmental Agreement pursuant to the statutory and Constitutional described herein.

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

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to enter into the Intergovernmental Agreement with Will County.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, pursuant to its statutory and Constitutional 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 a part hereof.

SECTION 2: INTERGOVERNMENTAL AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Intergovernmental Agreement (Exhibit A) 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 Intergovernmental 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 Intergovernmental Agreement with the County of Will.

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

SECTION 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.

[Left Intentionally Blank]

PASSED THIS 3^{RD} DAY OF OCTOBER, 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay Alderman Scott Dyke Alderwoman Claudia Gazal Alderman Darrell Jefferson Alderperson Tina Oberlin Alderman Mark Cipiti Alderman Nate Albert Alderman Joe Kubal Mayor Raymond R. Soliman				
APPROVED THIS 3 RD DAY OF OCTOBER, 2		ine Vershay-	Hall, City Cl	erk
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay-Hall, City Clerk				

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION, MAINTENANCE AND OTHER COSTS OF ILLUMINATED STREET NAME SIGNS AT THE INTERSECTIONS ALONG WEBER ROAD AT VARIOUS LOCATIONS IN THE COUNTY OF WILL

WHEREAS, the City of Crest Hill (hereinafter referred to as "CITY") is a Municipal Corporation situated in Will County, under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, CITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the CITY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of installing Illuminated Street Name Signs at the intersections along Weber Rd. at Root Street, at Division St, and at Randich Road; and

WHEREAS, Weber Road (County Highway 88) from Lily Cache Lane extending south to Route 30 is currently under the jurisdiction of the COUNTY; and

WHEREAS, Root Street is currently under the jurisdiction of the CITY; and

WHEREAS, Division Street is currently under the jurisdiction of the CITY; and

WHEREAS, Randich Road is currently under the jurisdiction of the CITY; and

WHEREAS, the COUNTY and the CITY have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Illuminated Street Name Signs.

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and CITY agree as follows:

- 1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.
- 2. The COUNTY and CITY agree that the Illuminated Street Name Signs shall be installed by CITY at its sole cost and expense under permit with the COUNTY.
- 3. The CITY shall be solely responsible for all future costs and maintenance of the Illuminated Street Name Signs, including but not limited to energy costs and relocation costs of any nature.
- 4. The parties agree that any previous agreements outlining the responsibilities for energy costs of the traffic signals at any of the intersections shall remain in effect and shall not be altered in any way by this Agreement.
- 5. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer, to maintain, operate, improve, manage, construct, reconstruct, repair, widen or expand County Highways as best determined by the COUNTY and as provided by law.
- 6. The CITY agrees to promptly remove, or cause to be removed, at no expense to the COUNTY, the Illuminated Street Name Signs upon receipt of ninety (90) day written notification from the COUNTY's County Engineer, at any time and for any reason.
- 7. The CITY agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages or awards arising from this agreement and/or the maintenance or use of said Illuminated Street Name Signs including reasonable attorneys' fees and court costs, except for liability, actions, claims, judgments, damages or awards resulting from the negligence or willful misconduct of the COUNTY.
- 8. That nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the CITY (including its elected officials, duly appointed officials, officers, employees and agents) as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.
- 9. That each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically

enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

- 10. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
- 11. This document shall be the final embodiment of THIS AGREEMENT by and between the COUNTY and CITY. No oral changes or modifications for THIS AGREEMENT shall be permitted or allowed. Changes or modification to THIS AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and CITY.
- 12. In the event that a court of competent jurisdiction shall hold any provisions of THIS AGREEMENT invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 13. THIS AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 14. Venue for enforcement of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- 15. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
Joliet, IL 60433

Will County State's Attorney Attention: Civil Division 57 N. Ottawa Street, 5th Floor Joliet, Illinois 60432

If to CITY:

City Administrator 1610 Plainfield Rd Crest Hill, IL 60403

- 16. The PARTIES agree that each shall be responsible to notify the other of any changes of address for purposes of notification.
- 17. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at Joliet, Illinois, this day of	, 2022.
WILL COUNTY	
By: Will County Executive	
ATTEST:	
By: Will County Clerk	(Seal)
Dated at Crest Hill, Illinois, this day of	
CITY OF CREST HILL	
By: Mayor Raymond Soliman	
ATTEST:	
By: Christine Vershay-Hall City Clerk	(Seal)



September 27, 2022

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

Attn: Ronald J Wiedeman

Re: Illuminated Street Name Signs

Mr. Wiedeman,

Meade Inc. is pleased to provide you with a quote to install illuminated street name signs at Weber Road & Root St. Meade will furnish and install the necessary wire from the existing traffic signal control box to the proposed sign on the existing Mast Arms. Meade will hang the signs (Supplied by Crest Hill) on to the existing Mast Arms. Meade will also install control devices and perform all cabinet modification and wiring to make the illuminated signs operational, cabinet controls to be provided by Crest Hill with Signs. Our price is as follows:

Weber & Root Street (4 Signs) = \$11,985.90

Qualifications:

- This location is on Weber and are Will County DOT, Meade will need copy of permit before work can begin.
- Meade will need to transfer maintenance of the two Weber locations from H&H to Meade, during this time
 if any repairs are needed to the traffic signal before Will County and H&H will accept it back Meade will
 invoice for those repairs T&M

Should you have any question regarding the above-mentioned matter please feel free to contact me at (708) 588-2516.

Thank you,

Bryan Knutson Project Manger



Agenda Memo

Crest Hill, IL

Meeting Date: October 3, 2022

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: Approve an ordinance authorizing the execution of a lease agreement between

the City of Crest Hill and BRT Outdoor, LLC for digital video display message signs subject to the legal descriptions and PIN Exhibits being included on

Exhibit A.

Summary: As Presented at the September 26, 2022 workshop attached is a lease agreement between BRT Outdoor, LLC and the City of Crest Hill for the installation of digital message signs within the corporate limits of the City of Crest Hill. The four locations for these signs are as follows:

1) SE corner of Weber Road and City Center – double sided 8'x16' or 9' x 18'

- 2) NE corner of Theodore and Gaylord single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski double sided 6' x 12'
- 4) Renwick Road Lewis double sided 6' x 12 or 7' x 14'

This Lease Agreement was reviewed by the city administrator, city attorney and the city engineer and revised per comments from the council at the September 26, 2022 workshop to include language on when the 20-year initial term will begin.

Recommended Council Action: Approve an ordinance authorizing the execution of a lease agreement between the City of Crest Hill and BRT Outdoor, LLC for digital video display message signs subject to the legal descriptions and PIN Exhibits being included on Exhibit A.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Ordinance, Lease Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF CREST HILL AND BRT OUTDOOR, LLC REGARDING DIGITAL VIDEO DISPLAY MULTIPLE MESSAGE SIGNS

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

WHEREAS, the City of Crest Hill, as an Illinois Municipal Corporation, has the authority to acquire and hold real estate for any purpose; and

WHEREAS, the City of Crest Hill has the express authority and power, pursuant to Section 11-76-1 of the Illinois Municipal Code, to lease its real estate for any term not exceeding ninety-nine (99) years (65 ILCS 5/11-76-1); and

WHEREAS, the Corporate Authorities of the City of Crest Hill have determined that it is in the best interests of the City of Crest Hill to enter into an agreement for the design, construction, operation and maintenance of digital video display multiple message signs to be located at certain sites in the City which are either owned by the City or for which the City has acquired easement rights or other right of way permission; and

WHEREAS, BRT Outdoor, LLC. is a company with extensive experience with the design, construction, operation, and maintenance of digital video display multiple message signs and has worked extensively with municipal governments; and

WHEREAS, the City of Crest Hill and BRT Outdoor, LLC. have negotiated a twenty (20) year Lease Agreement under which BRT Outdoor, LLC. will design, construct, operate and maintain, at no cost to the City, digital video display multiple message signs at four (4) locations within the City of Crest Hill which are either owned by the City or for which the City has or will acquire easement rights or other right of way permission; and

WHEREAS, under the terms of the Lease Agreement with BRT Outdoor, LLC., the City of Crest Hill will receive certain digital display space on each of the digital video display multiple message signs at no charge or cost to the City; and

WHEREAS, the display space on the digital video display multiple message signs will be of immense value to the City of Crest Hill and its residents for the communication and dissemination of important City information to the public; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have determined that the Lease Agreement with BRT Outdoor, LLC. should be approved and the Mayor authorized to execute said Lease Agreement on behalf of the City of Crest Hill.

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

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

SECTION 2: The City of Crest Hill, by a vote of three-fourths (3/4) of the Corporate Authorities holding office, hereby approves the Lease Agreement with BRT Outdoor, LLC for the design, construction, operation, and maintenance of digital video display multiple message signs at four (4) sites within the City of Crest Hill, a copy of which is attached hereto as Exhibit A and incorporated herein, subject to the inclusion of the Display Site Legal Descriptions and PIN numbers in the Lease Agreement's Exhibit A.

SECTION 3: The Mayor is hereby authorized to execute the Lease Agreement with BRT Outdoor, LLC. for the design, construction, operation, and maintenance of digital video display multiple message signs.

SECTION 4: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

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

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[left intentionally blank]

PASSED THIS 3RD DAY OF OCTOBER 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	 			
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
	Christi	ine Vershay-	Hall, City Cl	erk
ADDROVED THIS 2RD DAY OF OCTOBER 2022	,			
APPROVED THIS 3 RD DAY OF OCTOBER 2022	2.			
Raymond R. Soliman, Mayor				
Taymona IX Somman, Mayor				
ATTEST:				
	<u> </u>			
Christine Vershay-Hall, City Clerk				

LEASE AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of October 2022, by and between the **CITY OF CREST HILL**, ("City") and **BRT OUTDOOR**, **LLC**, an Illinois limited liability company authorized to do business in Illinois ("BRT").

RECITALS

WHEREAS, BRT has requested that it be permitted to install a digital video display multiple message sign ("Video Panels) at the locations owned by the City and more specifically identified in Exhibit A (the "City Display Sites"), in accordance with the terms and conditions hereinafter set forth, that would be available to the City at no charge for its use and benefit in lieu of rent payments; and

WHEREAS, the City has determined that the proposed use of the City Display Site in the manner hereinafter set forth will provide a public benefit by allowing the City to better notify its residents and visitors of local public events, facilities, and services and in providing emergency and civil defense notifications.

NOW, THEREFORE, THE CITY AND BRT AGREE AS FOLLOWS:

1. USE OF CITY DISPLAY SITE

Subject to BRT's compliance with this Agreement, the City hereby grants rights of access for ingress, egress, and maintenance of the Digital Displays (hereinafter defined) and the right to install and operate the Digital Displays for the purpose of conducting outdoor advertising, public service messaging and emergency and civil defense notifications, subject to the terms and conditions of this Agreement. The term "Digital Displays" includes the Video Panels and the stone/brick base on which the Video Panels are mounted. The term "City Display Site" refers to the site of the Digital Displays as depicted on Exhibit A which is attached hereto and incorporated herein. If, at a later date, additional Digital Displays on other City Display Sites are contemplated, then this Agreement may be amended by the written consent of both parties, by a written Addendum adding additional City Display sites and the terms and conditions upon which the additional Digital Displays are to be designed, constructed, maintained and utilized, including but not limited to any additional financial terms and conditions.

The parties understand and agree that currently two of the City Display Sites listed in Exhibit A are not owned by the City nor does the City currently have any ownership, easement or other right of way rights to those locations. The City hereby warrants and represents that it will make diligent and reasonable efforts to acquire ownership, easement or other right of way rights to those locations. The parties agree that in the event the City is unsuccessful in acquiring ownership, easement or right of way rights to said City Display Sites, neither party shall have any further obligation with respect to the construction or maintenance of a digital video display multiple message sign at those sites under this Agreement.

This Agreement shall be construed to be a lease of the City Display Site depicted in Exhibit A by BRT as tenant, from the City, as Owner.

2. TERM

BRT's right to install and operate the Digital Displays at the City Display Site shall commence on the date of execution of this Agreement as hereinabove specified (the "Commencement Date") and shall continue for a period of twenty (20) years from the date of completion and full operation of the last of the enumerated Digital Displays (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term". Within thirty (30) business days from the completion and full operation of the last of the enumerated Digital Displays, BRT shall provide written notification to the City stating the date of completion and full operation of the last of the enumerated Digital Displays.

The Digital Displays that are installed at the City Display Site during the term of this Agreement shall be removed by BRT at its sole cost and expiration or termination of this Agreement.

After the expiration of the Initial Term, this Agreement will automatically renew for successive one (1) year periods beginning on the Expiration Date until either (i) any party provides the other party with written notice of its intent not to renew this Agreement at least ninety (90) days prior to the expiration of the then-current term; or (ii) the parties enter into a new written lease agreement.

3. CITY USE OF DIGITAL DISPLAYS

BRT intends to display multiple messages on the Digital Displays in a fixed rotation of not less than ten (10) seconds duration per image. During the term of this Agreement, the City shall have the right to at least one of every eight (8) of the positions in the display rotation (the "Base Position") for City content on each of the Digital Displays. The City's positions in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week. In addition, the City will have the opportunity to purchase additional space at the prevailing commercial rate, which additional space is referred to as "Additional Position".

BRT shall not charge the City for the use of the Video Panel for the "Base Position".

4. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAYS

The Digital Displays shall consist of a property affixed structure containing up to two (2) full-color liquid crystal display (or successor technology) digital sign faces not to exceed eight (8) feet in height and sixteen (16) feet in length with a stone/brick base not to exceed ten (10) feet in height (the exact size will depend on the specific location requirements), plus extensions and other reasonable appurtenances which are incidental to the operation and maintenance of the Digital Displays, support structures and foundations, underground electrical power lines and other electrical equipment and related appurtenances. BRT, at its sole cost and expense, shall obtain all required permits, licenses, and approvals prior to commencing construction of the Digital Displays.

The City reserves the right to impose requirements in connection with the work undertaken by BRT, including without limitation, requirements that BRT: (i) submit for the City's prior written approval detailed plans and specifications prepared by licensed and competent design professionals; (ii) submit for the City's prior written approval the names and addresses of all contractors, subcontractors and suppliers; (iii) obtain and post permits and additional insurance; (iv) submit contractor, subcontractor and supplier lien waivers; and (v) comply with such other requirements as the City may impose concerning the manner and times in which such work shall

be done and other aspects of the work. City covenants and agrees that it will not unreasonably withhold its approval for any of the requirements described above.

BRT shall have the sole right to make any necessary applications with and obtaining permits from any governmental entities for the construction, use, maintenance, and removal of structures and equipment located on the City Display Site, and the City agrees to cooperate at no cost to City and hereby grants BRT a limited power of appointment solely for this purpose. All such permits shall remain the property of BRT. BRT may elect but shall have no obligation to pursue any zoning matter or continue to maintain any permit. BRT is the sole owner of the Video Panels and other equipment installed by BRT on the City Display Site and has the right to remove such property at any time or within one hundred twenty (120) following the termination or expiration of this Lease. The City shall provide all reasonably necessary access to BRT for such removal. If for any reason not caused by BRT, the structures on the City Display Site are removed, materially damaged, or destroyed, BRT's obligation to provide City's use of the Base Position and any Additional Position shall cease until the structures and equipment are rebuilt, provided BRT is reasonably pursuing replacement or repair thereof. If the above-ground portions of the structures built on the City Display Site are removed for any reason, BRT shall remove the above-ground portions and any part of the structure up to three (3) feet below grade and the property shall be restored to its original condition. Any part of the existing structure more than three (3) feet below grade can remain.

All work undertaken by BRT and its agents or contractors shall be performed: (i) in a workmanlike manner; (ii) only with materials that are high quality and free of material defects; (iii) strictly in accordance with plans and specifications approved by the City in advance in writing; (iv) diligently to completion and so as to cause the least possible interference with City operations; and (v) in compliance with all administrative regulations promulgated by the Illinois Department of Transportation ("IDOT") and other provisions of this Agreement.

5. MAINTENANCE AND REPAIR OF THE VIDEO PANELS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good working condition and any repairs made shall be performed in a workmanlike manner. This maintenance and repair obligation shall include, but shall not be limited to, the prompt repair, replacement, or removal of damaged, inoperable, or malfunctioning Video Panels. BRT shall regularly inspect the City Display Site to determine whether maintenance of the Digital Displays is necessary.

The City shall promptly notify BRT in writing if it becomes aware of the need for maintenance or repair of Video Panels at the City Display Site. BRT shall diligently respond within fourteen (14) business days of the City's written notice to repair and/or maintain and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event BRT fails to perform necessary maintenance within thirty (30) days of the written notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen (14) days of a Reimbursement Invoice issued by the City.

6. MAINTENANCE OF VIDEO PANELS VISABILITY

The City shall not place or maintain any object on the City Display Site property owned by the City, or an adjacent property owned or controlled by the City which, in BRT's sole and reasonable opinion, would obstruct visibility of the advertising copy on the Video Panels or access to the City Display Site. If City fails to remove the obstruction within fourteen (14) days following written

notice from BRT, BRT may in its sole discretion: (a) remove the obstruction at City's expense; or (b) cancel this Lease and remove all property of BRT located on the City Display Site. BRT may trim any trees or vegetation currently on the City Display Site Property or on an adjacent property owned or controlled by City as often as BRT in its sole and reasonable discretion deems appropriate to prevent obstruction of the Video Panels. Without limiting the foregoing, the City shall not permit any adjacent property owned or controlled by City to be used for off premises advertising.

7. CONDITION OF PREMISES

BRT agrees to accept the City Display Site "as is", without any agreements, representations, understanding or obligations on the part of the City to perform any alterations, repairs, or improvements thereto. Upon completion of the construction and installation of the Digital Displays and stone/brick base, BRT agrees to install and maintain landscaping around the perimeter of the Digital Displays at is sole cost and expense. The landscape plan must be approved by the City prior to installation.

8. LIENS

BRT shall keep any City Property associated with any work by or for BRT free from any mechanics lien or similar liens and encumbrances. BRT shall remove any such claim, lien, or encumbrance by bond or otherwise within fourteen (14) days after written notice to BRT by the City. If BRT fails to do so, the City may pay the amount or take such other action as the City deems necessary to remove such claim, lien, or encumbrance, without being responsible for investigating the validity thereof. Nothing contained in this Agreement shall authorize BRT to do any act which shall impair the City's title to any City Property.

9. USE AND OPERATING REQUIREMENTS

A. Use; Compliance with Laws.

BRT shall use the City Display Site for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of City Property, including without limitation, health, safety, and building codes, zoning ordinances, and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes, and ordinances.

C. Prohibited Uses.

The Digital Display shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the City of Crest Hill Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or jello wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth

control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), advertisements for cannabis sales and similar forms of products or entertainment. The Digital Display may not be used for the display, promotion or advertisement of acts, images, or statements that unlawfully discriminate based on race, color, national origin, disability, gender, age, or religion. To avoid the inadvertent suggestion of City endorsement or opposition, the Digital Display may not be used for the display, promotion or advertisement or political candidates, political action committees, political parties, or issues of recognized political or social debate such as abortion, gun control, immigration, war, or matters involving sexual orientation.

10. UTILITIES

BRT shall provide all utilities it may require at its sole expense and: (i) make application in its own name for all utilities; (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters; and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for the purposes hereof shall include but not be limited to electricity, cable television, internet and date services, telephone, and other communication and alarm services, and all taxes or other charges thereon. BRT shall install a separate meter and connect all equipment and lines required to supply such utilities to the City Display Site.

11. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement the minimum insurance requirements as set forth in the attached Exhibit B.

Copies of all policies of insurance, certificates of insurance, and endorsements reflecting the coverages required under this Agreement shall be provided to the City prior to any construction by BRT. In the event the foregoing documentation is not provided with twenty (20) business days from the date of City's written request for such evidence of insurance, the City may terminate this agreement.

B. Certificates, Subrogation and Other Matters.

BRT shall provide the City with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverages, reflecting that the City has been named as additional insured). BRT shall provide such certificates of insurance prior to the Commencement Date, but no later than the commencement of construction. BRT shall provide renewal certificates to the City at least thirty (3) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

12. RESTORATION OF CITY DISPLAY SITE

At the expiration or earlier termination of this Agreement, BRT shall, at its expense, remove the Digital Displays and shall restore each City Display Site to its pre-existing condition.

13. ASSSIGNMENT

BRT shall not, without the prior written consent of the City: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer this Agreement or any interest hereunder, by operation of law or otherwise; or (ii) permit the use of the City Display Site by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign the Agreement or any interest hereunder, without the prior written consent of the City to (i) a company of like kind; or (ii) a bank or other financial institution for purposes of financing equipment and/or labor for the construction and/or maintenance of the Digital Displays.

14. RIGHTS RESERVED BY THE CITY

The City reserves all rights to control or modify the City Display Site as it sees fit, which rights may be exercised without subjecting the City to claims for damages or equitable relief. Subject to the preceding sentence, the City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within five hundred (500) feet of a City Display Site that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

15. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B below: (i) failure to provide the Base Position, or Additional Positions when available, in accordance with this Agreement; (ii) failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Sections of this Agreement, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice; (iii) (a) making by BRT of any general assignment for the benefit of creditors, (b) filing by or against BRT a petition to have BRT adjudged bankrupt, (c) appointment of a trustee or receiver to take possession of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement, (d) attachment, execution or other judicial seizure of substantially all of BRT's assets located on City Property or of BRT's interest in this Agreement. The notice and cure periods provided herein are in lieu of, and no in addition to, any notice and cure periods provided by law.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

Whether or not the City elects to terminate this Agreement, the City shall also be entitled to damages attributable to BRT's default.

The City shall have all other rights and remedies available under law.

C. The City's Cure of BRT Default.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all expenses incurred by the City in performing such obligation.

16. BRT REMEDIES

If, for any reason not caused by BRT: (a) the view of the Digital Displays at City Display Site advertising copy becomes entirely or partially obstructed; (b) electrical service or illumination is unavailable, or restricted; (c) the City Display Site cannot safely be used for the erection or maintenance of the Digital Displays for any reason; (d) the City Display Site become unsightly; (e) there is a diversion, reduction or change in direction flow of traffic from the street or streets currently adjacent to or leading to or past the City Display Site; (f) the Digital Displays' value for advertising purposes is diminished; (g) the Digital Displays use is prevented or restricted by law, or BRT is compelled or required by any governmental entity to reduce the number of Video Panels operated by it in the city, county or state in which the Digital Displays are located; then BRT may immediately at its option cancel this Lease and remove all property owned by BRT and located on the City Display Site.

17. INDEMNIFICATION

BRT shall, at its sole cost and expense, defend, indemnify, and hold harmless the City from and against any and all claims, demands, liabilities, damages, judgments, costs, and expenses, including without limitation, court costs and attorneys' fees, arising from BRT's use of City Display Site.

The City shall not be liable to BRT for any reason in the event BRT's use of the City Display Site is impaired, limited, modified, or prohibited on account of legal claims or proceedings asserted against the City or BRT, or from the settlement thereof by the City.

The City specifically reserves any privileges, defenses, or immunities it may have under law, including but not limited to the Local Government and Governmental Employees Tort Immunity Act.

18. HAZARDOUS MATERIALS

BRT shall not use, store, maintain, handle, dispose, release of discharge any "Hazardous Materials" upon or about City Property, or permit BRT's employees, against, contractors or invitees to engage in such activities upon or about City Property.

19. NON-DISTURBANCE AGREEMENT

If the City Display Site is currently encumbered by a deed of trust or a mortgage, ground lease or other similar encumbrance, City shall deliver to BRT on or before the Commencement Date a Non-Disturbance Agreement in a form reasonable acceptable to BRT.

20. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act of omission or either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

21. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, address as follow or to such other address as BRT of City may from time to time designate by notice.

BRT OUTDOOR, LLC

Naperville, Illinois 60567

City of Crest Hill	BRT Outdoor, LLC
1610 Plainfield Road	Post Office Box 5097

CITY OF CREST HILL

Crest Hill, Illinois 60403

22. MISCELLANEOUS

- A. Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors, and assigns, subject to the provisions hereof.
- B. This Agreement will be recorded by BRT, at its sole cost and expense, as evidence of this Lease Agreement.
- C. The Agreement shall be governed by the Laws of the State of Illinois. Any suit or claim regarding this Agreement, breach thereof, or for damages resulting from the construction, installation or use of the Digital Display Site shall be exclusively venued in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois.

- D. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture, or other enterprise, or render either party liable for any of the debts or obligations of the other part, except under any indemnity provision of this Agreement.
- E. This Agreement has been mutually negotiated by the City and BRT and any ambiguities shall not be interpreted in favor of either party.
- F. This Agreement is binding upon the heirs, assigns, successors in interest of both City and BRT. City agrees not to assign this Lease to a competitor of BRT without BRT's written permission. BRT shall have the absolute right to assign or sublet.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF CREST HILL	BRT OUTDOOR, LLC An Illinois Limited Liability Company
BY:	BY:
ATTEST:	ATTEST:

EXHIBIT A

City Display Site

- 1) SE corner of Weber Road and City Center double sided 8'x16' or 9' x 18'
- 2) NE corner of Theodore and Gaylord single face 6'x12'
- 3) NW corner of Caton Farm and Kubinski double sided 6' x 12'
- 4) Renwick Road Lewis double sided 6' x 12 or 7' x 14'

EXHIBIT B

Minimum Insurance Requirements

7-2.020-The insurance coverage required of BRT and any Subcontractors of BRT shall be written for not less than the following, or greater if required by law:

- A. Workers' Compensation and Occupational Disease Insurance in accordance with applicable state and federal laws, and Employer's Liability Insurance with a bodily injury per accident limit of liability of at least \$500,000, bodily injury by disease limit each employee of \$500,000 and bodily injury by disease policy limit of \$500,000 or such greater sum as may be reasonably required by City.
- **B.** Commercial General liability Insurance provided by ISO form CG 0001 with a combined

Bodily Injury and Property Damage limit of at least \$1,000,000 per occurrence,

\$2,000,000 products and completed operations aggregate and \$2,000,000 general aggregate, or such greater sum as may be reasonably required by City.

- 1. The above policy shall include an endorsement identifying City, and any other parties as may be reasonably required by City as Additional Insured. ISO endorsements CG 2010 and CG 2037 any edition, or equivalent forms, must be used to provide this coverage. Copies of the endorsements must be included with the certificate of insurance as required in paragraph L.
- 2. Claims-Made coverage triggers are not acceptable to City.
- 3. ISO form CG2503, Designated Construction Project(s) General Aggregate Limit or an equivalent form must be endorsed to the policy and identified on the certificate of insurance. City's and BRT's Protective Liability policy can be utilized in lieu of aggregate limits per project, (see 7-2.020 for OCP requirements)
- 4. The policy shall not contain a sunset provision, commutation clause or any other provision which would prohibit the reporting of a claim and the subsequent defense and indemnity that would normally be provided by the policy.

- 5. The policy shall not contain any provision, definition or endorsement which would serve to eliminate third party action over claims
- C. Comprehensive Automobile Liability Insurance covering use of all owned, non-owned and hired vehicles with Bodily Injury and Property Damage limit of at least \$1,000,000 Combined Single Limit, or such greater sum as may be reasonably required by the City. This policy shall include coverage for City, and any other parties as may be reasonably required by City, for liability arising out of the actions of BRT, whether by endorsement or otherwise.
- D. Excess or Umbrella Liability Insurance limits of no less than \$5,000,000 per occurrence for Employer's Liability, Commercial General Liability and Comprehensive Automobile Liability, in excess of the minimum policy limits stated below:

Employer's Liability \$500,000 / \$500,000 |

Commercial General Liability \$1,000,000 per occurrence

Commercial General Liability \$2,000,000 general aggregate

Commercial General Liability \$2,000,000 completed operations aggregate

Comprehensive Auto Liability \$1,000,000 combined single limit

Excess/Umbrella coverage shall be provided as no less than Follow Form and shall name City, and any other parties as may be reasonably required by City, as Additional Insured on a Primary and Non-Contributory basis.

- E. n/a
- F. Professional Liability in the amount of \$2,000,000 per occurrence and in the aggregate or such sum as may be reasonably required by the City. This requirement covers the BRT's duties that involve professional architectural, engineering, design, or consultation work.
- G. n/a

- H. Each of BRT's General Liability, Auto Liability, Pollution Liability, Professional Liability and Excess/Umbrella Liability policies must be endorsed as Primary and Non• Contributory as to any insurance maintained by the Additional Insured(s) and shown on the certificate of insurance.
- I. An endorsement in favor of the Additional insured(s) waiving the BRT's and its insurer's rights of subrogation shall be issued with respect to the Commercial General Liability, Comprehensive Auto Liability, Professional Liability and Workers' Compensation and Employers Liability policies. Evidence of this endorsement must be noted on the certificate of insurance.
- J. Self-funded or other non-risk transfer insurance mechanisms or deductibles/self-insured retentions greater than \$25,000 per occurrence are not acceptable to City on any insurance coverage required in this agreement. If BRT has such a program, full disclosure must be made to City prior to any consideration being given.
- **K. Any subcontractor** employed by BRT shall have equivalent coverage.
- A Certificate of Insurance, including copies of the Additional Insured endorsements, shall be sent to City prior to the commencement of any Work (please see the sample attached). All Certificates of Insurance and Endorsements verifying the existence of the above required insurance shall be in form and content satisfactory and acceptable to City and shall be submitted to City in a timely manner so as to confirm BRT's full compliance with these insurance requirements stated herein, throughout the entire term of this Agreement.
- **M.** BRT shall provide written notice via email of any cancellation notice received by BRT from any insurer providing insurance as required in this Agreement within two (2) business days of BRT's receipt of such notice.
- N. Permitting BRT to commence Work prior to City's receipt of the required certificate shall not be a waiver of the BRT's obligation to provide all of the above insurance. Acceptance by City of insurance submitted by BRT shall not relieve or decrease in any manner the liability of the BRT for its performance under this Agreement.

In the event BRT fails to obtain or maintain any of the foregoing required coverage, the City may purchase such coverage and charge the expense thereof to the BRT, or may terminate this Agreement.

These Insurance provisions are intended to be a separate and distinct obligation on the part of BRT. Therefore, these provisions shall be enforceable and BRT shall be bound thereby regardless of whether or not the Indemnity provisions of this Agreement are determined at any time to be enforceable in the jurisdiction in which the Work covered by this Agreement is performed. The obligation of BRT to provide the insurance herein specified shall not limit in any way the liability or obligations assumed by the BRT elsewhere in this Agreement.

In the event BRT or its insurance carrier(s) defaults on any obligations under this Insurance provision, BRT agrees that it will be liable for all reasonable expenses and attorneys' fees incurred by City in the enforcement of the terms of this provision.

O. City and BRT's Protective Liability Insurance

If BRT is unable or unwilling to provide the required General Liability Additional Insured forms, a City's and BRT's Protective Policy can be purchased as an acceptable alternate; Required limits of insurance;

1. Bodily Injury and Property Damage Combined

\$5,000,000 Each Occurrence

\$10,000,000 Annual Aggregate

- 2. BRT will furnish and maintain during the entire period of construction a City and BRT's Protective Liability policy written in the name of the City with not less than the limits indicated. The named insureds shall be:
 - a. City
 - b. Consultant, If required.
- 3. Proof of insurance for the coverages required to be purchased by BRT, including the City's and BRT's Protective Policy shall be submitted to City for his approval prior to the start of construction. Proof of the City's Protective Policy shall consist of providing an entire copy of that policy to the City. With respect to all other coverages required to be purchased by the BRT, proof of insurance shall consist of a Certificate of Insurance issued by the BRT's insurance agency.

4. It is further understood that any insurance maintained or carried by City shall be in excess of any coverage provided by any BRT or Subcontractor.

SAMPLE INSURANCE CERTIFICATE

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City Council Agenda Memo

Crest Hill, IL

Meeting Date: October 3, 2022

Submitter: Tony Budzikowski, AICP, Community &

Economic Development Director

Department: Community & Economic Development

Agenda Item: Alano Club of Joliet, 1807 Plainfield Road – Ordinance Approval for Special

Use Permit for Civic/Institutional Use

Summary: Alano Club of Joliet ("Alano") presented their request for a special use permit for an indoor civic/institutional use at the City Council Work Session on September 12, 2022. At that meeting, the City Council raised questions concerning the shared parking agreement with Joliet Hillcrest Shopping Center LLC, exterior site improvements and the use of the second floor of the building for residential purposes. The attached ordinance includes the residential occupancy prohibition discussed by the City Council for a total of eight (8) conditions. To conclude the discussion, the Council affirmatively voted 6-0 to authorize the preparation of the necessary ordinance and place the Ordinance on a future City Council meeting agenda for final action and ordinance approval.

Recommended Council Action: If the Mayor and City Council are amenable to the Alanos special use permit request, I would ask that you approve the special use Ordinance subject to the Findings of Fact including the eight (8) conditions provided in the Ordinance.

Financial Impact:

Funding Source: N/A
Budgeted Amount: N/A

Attachments:

- Special Use Ordinance
- Parking Agreement

ORDINANCE NO.	

AN ORDINANCE GRANTING A SPECIAL USE PERMIT TO THE CREST HILL ZONING ORDINANCE WITH RESPECT TO CERTAIN REAL PROPERTY (PETITION OF ALANO CLUB OF JOLIET)

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

WHEREAS, the Code states that a special use shall be permitted only upon evidence that such use meets standards established for such classification in the ordinances, and the granting of permission may be subject to conditions reasonably necessary to meet such standards; and

WHEREAS, the City of Crest Hill ("City") has enacted said ordinance in Section 12.7 of the Crest Hill Zoning Ordinance which sets out the requirements for special use permits; and

WHEREAS, the ALANO CLUB OF JOLIET ("Alano Club") has properly filed and presented before the Crest Hill Plan Commission a petition seeking a special use permit for an indoor civic/institutional use (the "Petition") to host meetings for their membership for certain property within the City Limits of the City of Crest Hill, Will County, Illinois, the common address of which property is: 1807 Plainfield road, Crest Hill, Illinois PIN: 11-04-31-404-006-0000 (the "Property"), the legal description of which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Plan Commission meeting of August 16, 2022, was properly noticed and conducted; and

WHEREAS, the Property is zoned B-3 Business Service District under the Crest Hill Zoning Ordinance, and the Petitioner has requested that the zoning be changed to B-3 with a special use permit for an indoor civic/institutional use; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken August 16, 2022, recommended approval of the special use permit after holding a properly noticed public hearing, and making the required written Findings of Fact and Decision, which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the City Council has reviewed and examined the August 16, 2022, Findings of Fact and Decision of the Plan Commission and has considered the presentations and arguments of the Petitioner in a properly noticed and regularly scheduled open meeting; and

WHEREAS, the City Council finds that it is in the best interest of the City that the Petition be granted.

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 of Fact and Decision of the Plan Commission, (Exhibit B) as the Findings of Fact and Decision of the City Council in relation to the requested special use permit.
- SECTION 3: That a special use permit is hereby granted to ALANO CLUB OF JOLIET to allow a B-3 special use for an indoor civic/institutional use at the property commonly known as 1807 Plainfield Road, Crest Hill, Illinois PIN: 11-04-31-404-006-0000 (the "Property"), in accordance with the definitions of the zoning classifications currently in use in the Crest Hill Zoning Ordinance, hereinafter described and subject to the following conditions:
 - 1. Shared-parking agreement with Joliet Hillcrest Shopping Center, LLC dated July 8, 2022, attached and included as Exhibit C. The requisite parking referenced in Exhibit C shall be provided at all times for the entire duration of the use and operation of said special use permit by Alano Club. If said parking agreement is terminated, Alano Club will have 60-days prior to the expiration of said parking agreement to obtain the requisite parking to satisfy the parking condition of the special use permit or the City Council may conduct a show cause hearing to determine if the special use permit should be revoked.
 - 2. Requisite on-site and off-site parking spaces utilized or designated for use by the Alano Club shall be properly restriped.
 - 3. The existing dog run on the south side of the building, including the fencing and screening fabric, shall be removed prior to final occupancy being approved.
 - 4. Trash/recycling receptacles shall either be screened and gated in accordance with the Crest Hill Zoning Ordinance or stored inside the building.
 - 5. Residential occupancy is prohibited on the premises.
 - 6. All signs or proposed signs shall comply with applicable sign code regulations of the Crest Hill Zoning Code.
 - 7. Compliance with Plans: The development, maintenance, and operation of the Property shall be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the City Administrator, the City Community & Economic Development Director, or their designee.

Territory Described. See attached legal description "Exhibit A."

SECTION 4: This Ordinance shall take effect upon its passage and publication according to law.

PASSED THIS 3rd DAY OF OCTOBER 2022.

	Aye	Nay	Absent	Abstain
Alderman John Vershay				
Alderman Scott Dyke Alderwoman Claudia Gazal				
Alderman Mark Cipiti				
Alderperson Tina Oberlin				
Alderman Darrell Jefferson				
Alderman Nate Albert		· ————		
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
	С	hristine Vershay	y-Hall, City	Clerk
APPROVED THIS 3rd DAY OF OCTOBER	2022.			
Raymond R Soliman, Mayor				
ATTEST:				
IIILDI.				
Christine Vershay-Hall, City Clerk				

"Exhibit A"

LEGAL DESCRIPTION

PERMANENT INDEX NO: 11-04-31-404-006-0000

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 31, IN TOWNSHIP 36 NORTH AND IN RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, AS HEREINAFTER DESCRIBED: COMMENCING AT THE CENTER OF SAID SECTION 31, THENCE SOUTH ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER OF SAID SECTION, 188.13 FEET TO A POINT IN THE CENTER LINE OF UNITED STATES HIGHWAY NO. 30, (PLAINFIELD ROAD, AS LOCATED IN 1946), THENCE SOUTHEASTERLY ALONG THE SAID CENTER OF SAID UNITED STATES HIGHWAY ROUTE NO. 30, (PLAINFIELD ROAD) 1390.44 FEET (1409.72 FEET MEASURED) TO A POINT OF BEGINNING IN THE SAID CENTER LINE OF SAID HIGHWAY, SAID POINT BEING 180.45 FEET (MEASURED ALONG THE CENTER LINE OF SAID HIGHWAY) FROM THE POINT OF INTERSECTION OF SAID HIGHWAY WITH THE CENTER LINE OF THE ELGIN, JOLIET AND EASTERN RAILROAD RUNNING IN A NORTHEASTERLY AND SOUTHWESTERLY DIRECTION THROUGH THE SAID SOUTHEAST QUARTER OF SAID SECTION, THENCE CONTINUING SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HIGHWAY 50.00 FEET TO A POINT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG A LINE THAT IS A RIGHT ANGLE TO THE SAID CENTER LINE OF SAID HIGHWAY 100 FEET TO A POINT, THENCE SOUTHEASTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF SAID HIGHWAY 20 FEET TO A POINT, THENCE SOUTHWESTERLY ALONG A LINE THAT IS A RIGHT ANGLE TO SAID CENTER LINE OF SAID HIGHWAY 117.8 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A LINE PARALLEL WITH THE SAID CENTER LINE OF SAID HIGHWAY 70 FEET TO A POINT, THENCE NORTHEASTERLY 217.8 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

"Exhibit B"

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

IN RE:

The application of ALANO CLUB OF JOLIET

No. SU-22-x-x-x

For a special use permit.

FINDINGS OF FACT AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. SU-22-x-x-x

THE APPLICATION OF ALANO CLUB OF JOLIET FOR A SPECIAL USE PERMIT AT 1807 PLAINFIELD ROAD

ALANO CLUB OF JOLIET to allow a B-3 special use to permit and allow an indoor civic/institutional use for membership meetings at the property commonly known as 1807 Plainfield Road.

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on August 16, 2022, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

12.7-6 Standards. No special use shall be recommended by the Plan Commission unless said Commission shall find:

1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, or general welfare.

The proposal for the civic/institutional use by Alano Club of Joliet for membership meetings will provide upgrades to the existing building and enact a contractual shared parking arrangement to ensure that adequate improvements are in place for the health, safety and general welfare of the public and general membership.

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

The proposal by Alano Club will improve the building and site conditions from a physical and aesthetic standpoint. The occupancy of this building/site will also be governed and controlled by specific conditions that will be included in the special use ordinance.

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

A shared parking agreement has been obtained by Alano Club of Joliet for overflow parking related to their meetings and operations. This arrangement with Mr. Abe Katz has been formalized and conditioned to ensure that the parking is adequately maintained throughout the term of the occupancy. There was not a contractual parking arrangement in place for the previous animal hospital/veterinarian so this will improve and formalize the arrangement and be a benefit to adjacent property owners.

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

Adequate utilities are provided for the site. As mentioned and described earlier, the shared parking arrangement also ensures that adequate parking is available to meet at the Alano Club of Joliet without inconveniencing neighbors and with the permission of Mr. Abe Katz of Hillcrest Shopping Center.

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

The on-site curb cut will not change nor will the off-site curb cut at the Hillcrest Shopping Center. A condition of approval will be that restriping occur on both properties that are being utilized for parking to ensure that handicapped parking spaces, other parking spaces and parking lot drive aisles are clearly defined and planned with proper traffic control in mind and in place.

6. That special use shall in all other respects conform to the applicable regulations of this Ordinance and other applicable City regulations, except as such regulations may in each instance be modified by the City Council pursuant to the recommendation of the Plan Commission.

The special use being proposed and approved shall conform to all applicable City regulations and conditions included in the special use ordinance.

THEREFORE, it is the decision of the Plan Commission of the City of Crest Hill, Illinois, based upon the evidence heard and arguments presented 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 special uses, as follows:

- 1. That the application of Alano Club of Joliet for the granting of a B-3 Special use permit for an indoor civic/institutional use for membership meetings be conditioned upon the following:
 - a. Shared-parking agreement with Joliet Hillcrest Shopping Center, LLC attached and included as Exhibit C. The requisite parking provided in the agreement dated July 8, 2022 shall be provided for the duration of the use and operation

of said special use permit by Alano Club of Joliet. If said parking agreement is terminated, Alano Club will have 60-days prior to the expiration of said parking agreement to obtain the requisite parking to satisfy the requirements of the special use permit or the City Council may conduct a show cause hearing to determine if the special use permit will be revoked.

- b. Requisite on-site and off-site parking spaces to be utilized by the Alano Club shall be properly restriped.
- c. The existing dog run on the south side of the building shall be removed prior to final occupancy being approved. The dog run shall include both the fence and screening fabric.
- d. Trash/recycling receptables shall either be screened and gated in accordance with the Crest Hill Zoning Ordinance or stored inside the building.
- e. All sign proposals shall comply with applicable sign code regulations of the Crest Hill Zoning Code.
- f. Compliance with Plans: The development, maintenance, and operation of the Property shall be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Community & Economic Development Director.
- 2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the special use be granted.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 16th Day of AUGUST 2022 upon the following voice vote

	Aye	Nay	Absent	Abstain
Commissioner Carol Slabozeski	<u> </u>			
Commissioner John Stanton				
Commissioner Ken Carroll				
Commissioner Jan Plettau				
Commissioner Bill Thomas				
Commissioner Jeff Peterson				
Commissioner Angelo Deserio				
Approved:				
Jan Plettau, Chairman				
Attest:				
Christine Vershay-Hall City Clerk				

"Exhibit C" Parking Agreement with Hillcrest Shopping Center

PARKING AGREEMENT

This PARKING AGREEMENT is made this 8 day of , 2022 between ALANO CLUB OF JOLIET (ALANO) and JOLIET HILLCREST SHOPPING CENTER, LLC (HSC).

The following recitals of fact are a material part of this Parking Agreement ("Agreement"):

- A. HSC is the fee owner of 1701 N. Larkin Ave Crest Hill, IL 60403 ("Property A").
- B. ALANO is purchasing 1807 Plainfield Rd. Crest Hill, IL 60403 on Exhibit "A" ("Property B").
- C. In order for ALANO to purchase and use the property (1807 Plainfield Rd. Crest Hill, IL 60403) for their intended purpose and enjoyment, The City of Crest Hill requires a parking agreement allowing ALANO to partially use HSC's designated parking spaces of Property A.
- D. ALANO has the right to use all parking spaces located at 1807 Plainfield Rd. Crest Hill, IL 60403.
- E. HSC is allowing ALANO the non exclusive use of thirteen (13) and thirty (30) parking spaces identified in "Exhibits B1-B3."
- F. This Parking Agreement will be used as an exhibit to the special use permit ordinance that must be processed for ALANO's special use permit request with the City of Crest Hill.
- G. The City of Crest Hill acknowledges that this Agreement is terminable at any time by HSC at the sole and absolute discretion of HSC.
- H. This Agreement is applicable and binding to the successor or assigns in interest of HSC and ALANO.

NOW AND THEREFORE, in consideration of the premises, contained herein, the following grant and agreement is made;

1. Termination of Parking Agreement

This Parking Agreement shall remain in place until notice of termination in HSC's sole and absolute discretion is given by HSC, its successors, assigns or any party that succeeds HSC and delivered to ALANO, its successor, assigns or any party that succeeds ALANO at the Notice address. ALANO acknowledges that they may be denied partial or full use of Property B if this Agreement is terminated. HSC shall not be liable for any damages or use of Property B or any cost whatsoever to ALANO or any successor as a result of termination of this Agreement effecting the special use permit or any other effect.

2. Maintenance of the Parking Agreement

ALANO shall be responsible for repairing and maintaining all parking spaces at: 1807 Plainfield Rd. Crest Hill, IL 60403.

HSC shall be responsible for repairing and maintaining all parking spaces "identified on Exhibits B1-B3" at: 1701 N. Larkin Ave Crest Hill, IL 60403, except with the following condition. If the shared parking spaces, identified in "Exhibit B1 – B3" are partially or fully destroyed by fire, tornado, wear and tear, other act of God or otherwise, ALANO and HSC shall share the cost of repair, replacement, resurfacing, and maintenance equally (50/50).

3. Insurance.

ALANO agrees to maintain owner's and liability insurance on their property, and their policy shall include insurance for the shared parking spaces. ALANO shall annually give HSC and A&R Katz Management, INC an insurance certificate naming both as additional insured.

Failure to deliver said certificate shall be deemed to be a default and this agreement shall terminate. The Insurance limits shall be as required by HSC.

4. Governing Law

It is agreed that this Parking Agreement shall be governed by, construed, and enforced in accordance with the laws and decisions of the State of Illinois.

5. Attorney fees or Other Costs

In the event that any action is filed against HSC due to the use of the parking spaces, ALANO shall defend and hold HSC harmless for all costs and damages and matters associated with said lawsuit.

6. Modification of Agreement

Any modification of this Parking Agreement or additional obligation assumed by either party in connection with this Parking Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

7. Relationship of the Parties

It is expressly agreed and understood that this Parking Agreement shall not operate or be construed to create a partnership or joint venture between the parties or any other legal obligation or relationship other than use of parking spaces as set forth in this Agreement.

8. No Waiver

The failure of either party to this to insist upon the performance of any terms of this Parking Agreement, shall not be construed as waiving any such terms, but the same shall continue and remain in full force as if no forbearance or waiver had occurred.

9. Paragraph Headings

Item 15.

The titles to the paragraphs of this Parking Agreement are solely for the convenience of the parties and shall be used to explain, modify, or and in the interpretation of the provisions of this Parking Agreement.

10. Indemnification.

ALANO agrees to defend, indemnify, and hold HSC harmless from all claims, demands, and liabilities which in any way arise out of or result from ALANO'S use of the shared parking spaces.

11. Notices.

Notice may be given by hand delivery, certified mail, email or by any recognized delivery service (ie FedEx.) Correspondence and notice to terminate this agreement between the parties shall be sent to:

ALANO CLUB OF JOLIET, By Tod Carter

Phone: 819-791-1098

Email: tjc83chicago@yahoo.com

Address: 101 Grove st Shorewood, Il, 60404

JOLIET HILLCREST SHOPPING CENTER, LLC

Phone: 847-205-1200

Email: abek@arkatz.com

Address:

Attn: Abe Katz

3175 Commerical Ave, suite 100

Northbrook, IL 60062

SIGNATURE PAGE TO FOLLOW



dotloop verified 07/07/22 5:33 PM CDT D1TO-F06X-UEPZ-PRGN

ALANO CLUB OF JOLIET,

By Tod Carter

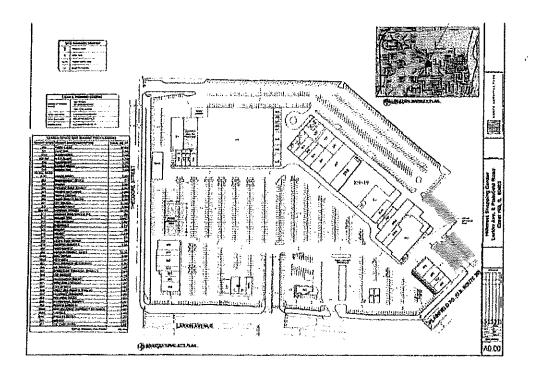
JOLIET HILLCREST SHOPPING CENTER, LLC

by David Kutz

By Abe Katz - Member of Manager

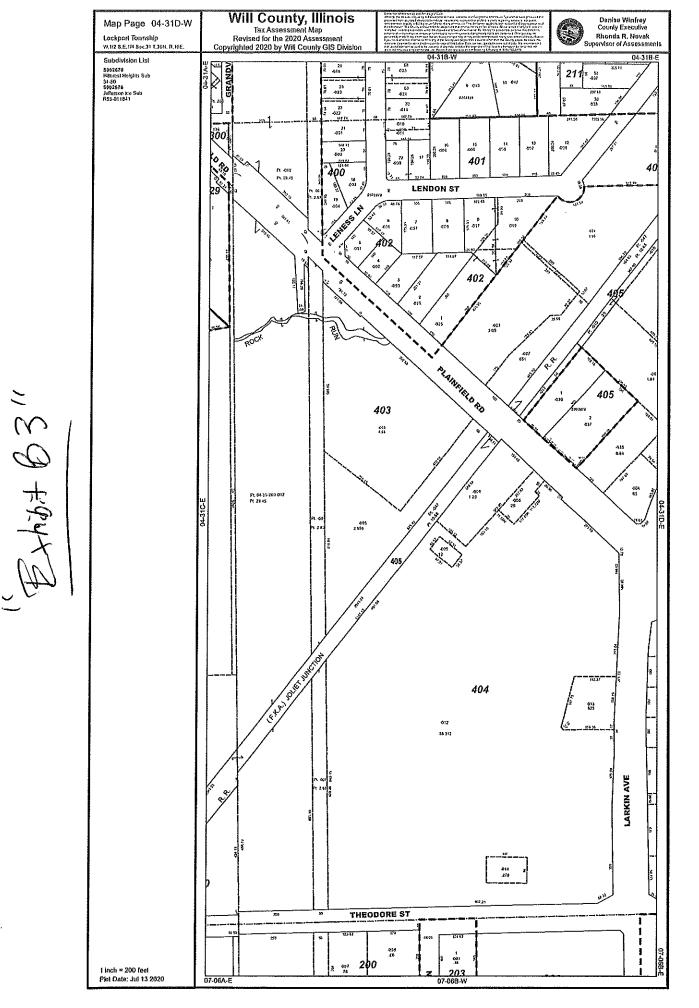
"Exhibit BI"

Re: Parking at Hillcrest Shopping Plaza, Joliet IL.





Item 15.



RESOLUTION NO. 1157

A RESOLUTION HONORING THE CREST HILL LIONS CLUB ON THE 60^{TH} ANNIVERSARY OF THEIR SERVICE TO THE CITY OF CREST HILL

WHEREAS, the Crest Hill Lions Club was chartered in the City of Crest Hill on September 27, 1962, with Mr. Albert Kernc as the organization's first President, as a community service organization to promote the support of those individuals with vision and hearing impairments; and

WHEREAS, the Crest Hill Lions Club, over the past 60 years, supports the Lions Club International, the Lions of Illinois Foundation, the Illinois Diabetic Association, and other worthy charitable organizations; and

WHEREAS, the Crest Hill Lions Club is engaged annually in multiple projects that raise funds and benefit the Crest Hill community. These projects include Lions Tootsie Pop Day, Annual Lions Picnic & Car Show, Lions Candy Day, Sight and Sound Sweepstakes Raffle, Community Easter Egg Hunt, Channahon Fest Bingo Tent, Lockport West High School Reunion, Holiday Tree Lighting Ceremony, Holiday Parade, and the ever-popular Halloweenie Roast. These projects have raised \$95,000 which has improved the quality of life for many Crest Hill residents and organizations; and

WHEREAS, the Crest Hill Lions Club is very active in the Crest Hill Community and are deserving of our gratitude for the many events and the donating of their time and resources to benefit all of our residents and organizations; and

WHEREAS, the Crest Hill Lions Club, under the leadership of President Jaclyn Gregory, continues to be a viable community service organization in 2022 and lives by the motto "WE SERVE".

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Mayor and City Council offer their congratulations and profound expression of thanks to all the members, past and present, of the Crest Hill Lions Club for their years of greatly appreciated community service.

SECTION 2: The Mayor and City Council extend their best wishes to the men and women of the Crest Hill Lions Club and hope that the Crest Hill Lions Club will continue to serve the Crest Hill community for years to come in the fine manner in which they have for the past sixty years.

SECTION 3: That the Crest Hill City Clerk is directed to forward a certified copy of this Resolution to the President of the Crest Hill Lions Club and to make the original of this Resolution available to members of the general public during normal business hours at the Crest Hill City Clerk's Office.

RESOLVED THIS 3RD DAY OF OCTOBER, 2022

Christine Vershay-Hall, City Clerk

APPROVED THIS 3RD DAY OF OCTOBER, 2022

Raymond R. Soliman, Mayor



City Council Agenda Memo

Crest Hill, IL

Meeting Date: October 03, 2022

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: Approval of the List of Bills from September 27, 2022 through October 04,

2022 in the amount of \$2,048,760.27

Summary: Attached is the list of Bills from September 27, 2022 through October 04, 2022 in the amount of \$2,048,760.27.

Recommended Council Action: Approval of the List of Bills from September 27, 2022 through October 04, 2022 in the amount of \$2,048,760.27.

Financial Impact:

Funding Source: Expenditures will be paid from the respective fund from which the expenditure originated.

Budgeted Amount:

Cost:

Attachments: List of bills

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 Check issue dates: 5/1/2020 - 10/31/2022
 Sep 29, 2022 04:26PM

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 09/27/2022,09/28/2022,10/04/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
61	American Co	26534	BOILER REPAIR	09/26/2022	3,770.78	3,770.78	18961	10/04/2022	922	13007640
Tot	al 61:				3,770.78	3,770.78				
82	Aramark	6030001583	CREDIT FOR MATTS	01/25/2022	61.46-	61.46-	18962	10/04/2022	922	01045400
	7 II G. 11 G. 11	6030055999	UNIFORMS FOR STRE	09/09/2022	283.30	283.30	18962	10/04/2022		01035300
		6030057250	MATS FOR CITY HALL/	09/13/2022	30.02	30.02	18962	10/04/2022	922	01045300
		6030057251	UNIFORMS FOR EAST	09/13/2022	24.10	24.10	18962	10/04/2022	922	07085300
		6030057251	UNIFORMS FOR WATE	09/13/2022	24.10	24.10	18962	10/04/2022	922	07065300
		6030057252	UNIFORMS FOR WEST	09/13/2022	29.46	29.46	18962	10/04/2022	922	07085300
		6030058950	UNIFORMS FOR STRE	09/16/2022	161.06	161.06	18962	10/04/2022	922	01035300
		6030060088	MATS FOR PUBLIC WO	09/20/2022	132.90	132.90	18962	10/04/2022	922	01045300
		6030060093	UNIFORMS FOR EAST	09/20/2022	57.47	57.47	18962	10/04/2022	922	07085300
		6030060093	UNIFORMS FOR WATE	09/20/2022	57.47	57.47	18962	10/04/2022	922	07065300
		6030060095	UNIFORMS FOR WEST	09/20/2022	29.46	29.46	18962	10/04/2022	922	07085300
		6030061705	UNIFORMS FOR STRE	09/23/2022	282.23	282.23	18962	10/04/2022	922	01035300
Tot	al 82:				1,050.11	1,050.11				
100	AT&T 815 74	September 2	ADMIN FAX LINE	09/19/2022	1,038.69	1,038.69	18963	10/04/2022	922	01105350
Tot	al 100:				1,038.69	1,038.69				
108	AT&T 831-00	5049732705	INTERNET SERVICES	09/11/2022	700.72	700.72	18964	10/04/2022	922	01105350
Tot	al 108:				700.72	700.72				
113	Austin-Tyler	2229-03	PAY REQUEST 2-REBU	09/20/2022	820,295.93	820,295.93	18965	10/04/2022	922	13007641
Tot	al 113:				820,295.93	820,295.93				
215	Carus Corpor	SLS 1010336	POLYPRO- CHEMICAL	09/20/2022	7,038.00	7,038.00	18970	10/04/2022	922	07085421
Tot	al 215:				7,038.00	7,038.00				
231	Certified Lab	7937208	WEST PLANT SUPPLIE	09/15/2022	1,650.96	1,650.96	18971	10/04/2022	922	07085365
Tot	al 231:				1,650.96	1,650.96				
287	Ciox Health		SUBPOENA 22-1177	09/19/2022	178.01	178.01		10/04/2022		01025310
Tot	al 207:	0388594340	SUBPOENA 22-1177	09/19/2022	158.12	158.12	18972	10/04/2022	922	01025310
101	al 287:				336.13	336.13				
318	Comcast 877	September 2	CITY HALL COMCAST	09/16/2022	2.11	2.11	18974	10/04/2022	922	01105350
Tot	al 318:				2.11	2.11				
334	ComEd 4715	September 2	MONTHLY STATEMENT	09/19/2022	161.17	161.17	18975	10/04/2022	922	01035351
Tot	al 334:				161.17	161.17				
452	Constellation	6342405930	EAST PLANT ELECTRI	09/16/2022	4,875.45	4,875.45	18977	10/04/2022	922	07085353

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			Cile	ck issue dates.	. 5/ 1/2020 - 10/3	1/2022			Зер	29, 2022 04.20
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tota	al 452:				4,875.45	4,875.45				
455	Constellation	6342403830	MONTHLY INVOICE	09/16/2022	1,294.80	1,294.80	18976	10/04/2022	922	07065353
Tota	al 455:				1,294.80	1,294.80				
458	Constellation	6342409780	MONTHLY INVOICE	09/15/2022	135.36	135.36	18978	10/04/2022	922	07065353
Tota	al 458:				135.36	135.36				
532	Ferro Asphalt		SURFACE - ROAD PAT ASPHALT PATCH	09/15/2022 09/15/2022	810.75 306.00	810.75 306.00	18979 18979	10/04/2022 10/04/2022		07065430 01035400
Tota	al 532:				1,116.75	1,116.75				
535	The Fields on	1121	ROUTE 53 LANDSCAP	09/20/2022	625.00	625.00	19009	10/04/2022	922	01035300
Tota	al 535:				625.00	625.00				
589	Geocon	202209114	TESTING SERVICES IL	09/12/2022	658.00	658.00	18980	10/04/2022	922	13007641
Tota	al 589:				658.00	658.00				
591	Geotech Inc	51467	WELL 14 LEGAL DESC	09/15/2022	360.00	360.00	18981	10/04/2022	922	12007615
Tota	al 591:				360.00	360.00				
593	Government	2205834	GFOA MEMBERSHIP G	09/16/2022	225.00	225.00	18982	10/04/2022	922	01125345
000	3010	2205834	GFOA MEMBERSHIP LI	09/16/2022	150.00	150.00	18982	10/04/2022		01125345
		2205834	GFOA MEMBERSHIP R	09/16/2022	150.00	150.00	18982	10/04/2022		01125345
		2205834	GFOA MEMBERSHIP LI	09/16/2022	150.00	150.00	18982	10/04/2022		01125345
		3068026	OVERVIEW OF PUBLIC	09/12/2022	315.00	315.00	18982	10/04/2022		01125341
Tota	al 593:				990.00	990.00				
610	Grainger	9436038856	FLAMMABLE CABINET	09/06/2022	1,552.00	1,552.00	18983	10/04/2022	922	01045400
Tota	al 610:				1,552.00	1,552.00				
640	Hawkins Inc	6281743	BLEACH	08/30/2022	2,071.50	2,071.50	18984	10/04/2022	922	07065421
0.0		6287141	WATER CHEMICALS	09/12/2022	4,365.75	4,365.75	18984	10/04/2022		07065421
			WATER CHEMICALS	09/15/2022	400.00	400.00	18984	10/04/2022		07065421
Tota	al 640:				6,837.25	6,837.25				
641	Hawthorne L	18886	VEGETATION CUTTIN	09/09/2022	130.00	130.00	18985	10/04/2022	922	01165300
			VEGETATION CUTTIN	09/09/2022	130.00	130.00	18985	10/04/2022		01165300
			VEGETATION CUTTIN	09/09/2022	130.00	130.00	18985	10/04/2022		01165300
			VEGETATION CUTTIN	09/09/2022	130.00	130.00	18985	10/04/2022		01165300
			VEGETATION CUTTIN	09/22/2022	90.00	90.00	18985	10/04/2022		01165300
Tota	al 641:				610.00	610.00				
700	Impact Note:	2604605	CODY DADED	00/14/2022	636.00	636 00	12006	10/04/2022	022	01025400
123	Impact Netw		COPY PAPER FREIGHT	09/14/2022 09/14/2022	636.00 30.00	636.00 30.00	18986 18986	10/04/2022 10/04/2022		01025400 01025400

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			Cile	ck issue dates.	3/1/2020 - 10/3	1/2022			Зер	29, 2022 04.20
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tot	al 723:				666.00	666.00				
		Sentember 2	ANIMAL CONTROL SE	09/14/2022	1,250.00	1,250.00	18987	10/04/2022	922	01105300
		September 2	ANIMAL CONTROL SE	09/14/2022		·	10907	10/04/2022	922	01103300
	al 820:				1,250.00	1,250.00				
	Kirwan Mech	173741	WELL 1 AND 7 HEAT R	09/16/2022	3,667.00	3,667.00	18988	10/04/2022	922	07065361
Tota	al 849:				3,667.00	3,667.00				
881	Lawson Prod	9309939778 9309948592	HEAT SHRINK TUBING HEAT SHRINK TUBING	09/19/2022 09/21/2022	15.90 15.90	15.90 15.90	18991 18991	10/04/2022 10/04/2022		01075400 01075400
Tota	al 881:				31.80	31.80				
961	Menards	41824 41856 42127 42261 42374		08/23/2022 08/30/2022 08/31/2022 09/06/2022 09/09/2022 09/12/2022 09/13/2022	10.18 42.81 29.96 241.97 50.37 98.88 33.70	10.18 42.81 29.96 241.97 50.37 98.88 33.70	18994 18994 18994 18994 18994 18994	10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022 10/04/2022	922 922 922 922 922	01025400 01045400 07085365 01065400 01035400 01035400 01045400
Tota	al 961:				507.87	507.87				
962	Menards Inc	23093A	COMMON AREA MAINT	10/01/2022	88.08	88.08	18995	10/04/2022	922	01105300
Tota	al 962:				88.08	88.08				
965	M.E. Simpso	39264	VALVES DONE FOR SY	09/22/2022	13,356.00	13,356.00	18992	10/04/2022	922	07065300
Tota	al 965:				13,356.00	13,356.00				
971	Mettler Toled	655088257	YEARLY CALIBRATE O	09/13/2022	920.55	920.55	18996	10/04/2022	922	07085300
Tota	al 971:				920.55	920.55				
1058	Nicor 94-96-3	August 2022	MONTHLY STATEMENT	09/08/2022	148.80	148.80	18998	10/04/2022	922	07085350
Tota	al 1058:				148.80	148.80				
1059	Nicor 39-52-5	August 2022	WELL#10	09/07/2022	61.49	61.49	18997	10/04/2022	922	07065350
Tota	al 1059:				61.49	61.49				
1078	Norwalk Tank	183599	2X2 INLET SOLID	09/16/2022	135.00	135.00	18999	10/04/2022	922	07065361
Tota	al 1078:				135.00	135.00				
1102	Ottosen DiNo	148130	LABOR / PERSONNEL	08/31/2022	216.00	216.00	19000	10/04/2022	922	01105302
Tota	al 1102:				216.00	216.00				
1195	Quill LLC		BROTHER TN315C TO REINFORCEMENT LAB 256GB USB	09/09/2022 09/09/2022 09/12/2022	217.18 4.89 86.94	217.18 4.89 86.94	19002 19002 19002	10/04/2022 10/04/2022 10/04/2022	922	01025400 01025401 01025400

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		27711687	PENS, LABELS	09/15/2022	34.62	34.62	19002	10/04/2022	922	01025401
		27711687	DUST OFF, PAPERTO	09/15/2022	190.94	190.94	19002	10/04/2022	922	01025400
		27725457	KYOCERA TONER TK-1	09/15/2022	85.58	85.58	19002	10/04/2022	922	01025400
		27837353	DVD-R, CD-R, 32GB US	09/20/2022	256.62	256.62	19002	10/04/2022		01025400
Tota	al 1195:				876.77	876.77				
1336	Spesia & Tayl	820472	GENERAL CORPORAT	09/23/2022	22,459.70	22,459.70	19004	10/04/2022	922	01105302
		820473	PROSECUTION OF OR	09/23/2022	1,340.00	1,340.00	19004	10/04/2022	922	01105302
		820474	1917 BURRY CIRCLE C	09/23/2022	260.00	260.00	19004	10/04/2022	922	01105302
		820475	WELL 14 LEGAL MATT	09/23/2022	880.00	880.00	19004	10/04/2022	922	01105302
		820476	1723 WILCOX (MR ULI	09/23/2022	500.00	500.00	19004	10/04/2022		01105302
Tota	al 1336:				25,439.70	25,439.70				
1351	Stage Right	19000	CITY COUNCIL MEETI	09/26/2022	200.00	200.00	19005	10/04/2022	922	01105300
	cago ragin		MAINTENANCE AND S	09/26/2022	100.00	100.00	19005	10/04/2022		01105300
Tota	al 1351:				300.00	300.00				
1355	Standard Eq	P38888	PARTS FOR WEST PLA	09/19/2022	452.52	452.52	19006	10/04/2022	922	07085365
Tota	al 1355:				452.52	452.52				
1272	Strand Assoc	0188066	EAST PLANT PHOSPH	09/14/2022	15 212 66	15 212 66	19007	10/04/2022	022	35007513
13/3	Stranu ASSOC				15,313.66	15,313.66				
		0188067	LAKE MICHIGAN IMPLI	09/14/2022	17,962.88	17,962.88	19007	10/04/2022		07065332
		0188068 0188317	OCCT DESKTOP WEST PLANT EXPANSI	09/14/2022 09/14/2022	1,380.00 400,000.00	1,380.00 400,000.00	19007 19007	10/04/2022 10/04/2022		07065332 35007512
Tota	al 1373:				434,656.54	434,656.54				
1370	Suburban La	205302	DRINKING WATER LAB	07/31/2022	1,224.16	1,224.16	19008	10/04/2022	922	07065306
1010	Cubarban Eu		DRINKING WATER LAB	09/22/2022	230.00	230.00	19008	10/04/2022		07065306
Tota	al 1379:				1,454.16	1,454.16				
1425	Third Millenni	28203	COCH UTILITY BILL RE	09/23/2022	1,865.02	1,865.02	19011	10/04/2022	922	07095321
		28203	PRINTING AND FOLDI	09/23/2022	953.32	953.32	19011	10/04/2022	922	01025321
			PRINTING AND FOLDI	09/23/2022	806.23	806.23	19011	10/04/2022		01105321
Tota	al 1425:				3,624.57	3,624.57				
1502	Underground	057050	PVC FOR WEST PLAN	09/16/2022	386.00	386.00	19012	10/04/2022	922	07085365
	.		WELL 8 SLOTTED TUB	09/16/2022	150.00	150.00	19012			07065361
			PVC FOR WEST PLAN	09/26/2022	255.00	255.00	19012			07085365
Tota	al 1502:				791.00	791.00				
1503	Uni-Max Man	4228	JANITORAL SERVICES	09/20/2022	3,700.00	3,700.00	19013	10/04/2022	922	01045300
Tota	al 1503:				3,700.00	3,700.00				
1506	United Rental	200525154-0	ROAD PLATE	09/11/2022	377.00	377.00	19014	10/04/2022	922	07075300
Tota	al 1506:				377.00	377.00				
	Unlimited Gr	400.400	CODE ENFORCEMENT	09/21/2022	1,034.00	1,034.00	19015	10/04/2022	000	01165401

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tota	al 1515:				1,034.00	1,034.00				
1549	Verizon Wirel	9914778769 9914778769 9914778769	MONTHLY STATEMENT MONTHLY STATEMENT MONTHLY STATEMENT	09/01/2022 09/01/2022 09/01/2022	108.61 970.94 744.91	108.61 970.94 744.91	19017 19017 19017	10/04/2022 10/04/2022 10/04/2022	922	01065350 01105350 07065350
Tota	al 1549:				1,824.46	1,824.46				
1610	Williams Brot	7 22 553 1 7 22 553 2	WBCI PAY APP 1 EAST TREATMENT PL	07/31/2022 07/31/2022	303,304.71 286,396.55	303,304.71 286,396.55	18958 18959	09/27/2022 09/28/2022		35007631 35007631
Tota	al 1610:				589,701.26	589,701.26				
1661	Axon Enterpri	INUS096331	TASER CERTIFICATIO	09/01/2022	23,040.00	23,040.00	18966	10/04/2022	922	01025400
Tota	al 1661:				23,040.00	23,040.00				
1745	Bannon Exter	14050 14052	CITY HALL EXTERMIN HORNET REMOVAL	09/09/2022 08/26/2022	200.00 175.00	200.00 175.00	18967 18967	10/04/2022 10/04/2022		01045300 01035300
Tota	al 1745:				375.00	375.00				
1746	Western First	ORD5-00802 ORD5-00802	REPLENISH FIRST AID REPLENISH FIRST AID	09/22/2022 09/22/2022	86.34 103.35	86.34 103.35	19018 19018	10/04/2022 10/04/2022		07085365 07065402
Tota	al 1746:				189.69	189.69				
1755	Comcast 877	September 2	MONTHLY SERVICE S	09/14/2022	10.53	10.53	18973	10/04/2022	922	01065301
Tota	al 1755:				10.53	10.53				
1778	Konica Minolt	9008854468	MONTHLY COPIER MAI	09/14/2022	545.83	545.83	18989	10/04/2022	922	01065301
Tota	al 1778:				545.83	545.83				
1795	Konica Minolt	482723954	COPIER LEASE	09/16/2022	436.00	436.00	18990	10/04/2022	922	01065301
Tota	al 1795:				436.00	436.00				
1798	Blue Collar S	080822 080822	JUAN GUZMAN -CLOT ROBERT CIALONI WO JOE BROWN - CLOTHI MATT BROWN WORK	03/20/2022 08/08/2022 08/08/2022 08/08/2022	89.99 149.38 77.33 119.65	89.99 149.38 77.33 119.65	18968 18968 18968 18968	10/04/2022 10/04/2022 10/04/2022 10/04/2022	922 922	01035344 01035344 07085344 07085344
Tota	al 1798:				436.35	436.35				
1873	Mahoney Silv		PROFESSIONAL SERV RESIDENTIAL DEVELO	08/09/2022 09/14/2022	2,913.75 78.75	2,913.75 78.75	18993 18993	10/04/2022 10/04/2022		01105302 01105302
Tota	al 1873:				2,992.50	2,992.50				
1885	2022 Utility R	September 2	REFUND OVERPAYME	09/19/2022	256.83	256.83	18969	10/04/2022	922	91001005
Tota	al 1885:				256.83	256.83				
1909	SHI Internati	B15808334	UNITRENDS OFFICE 3	09/13/2022	6,242.00	6,242.00	19003	10/04/2022	922	01065301

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Check Issue dates: 5/1/2020 - 10/31/2022										29, 2022 04:2
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tota	al 1909:				6,242.00	6,242.00				
1924	V3 Companie	822219	WATERMAIN DESIGN	09/06/2022	8,303.31	8,303.31	19016	10/04/2022	922	13007642
Tota	al 1924:				8,303.31	8,303.31				
1953	Amazon Capi	11T3-6VW4-	ETHERNET PATCH CA	09/11/2022	174.57	174.57	18960	10/04/2022	922	01065400
1000	7 mazon Gapi	14FV-FDY6-	NETWORK SWITCH/RE	09/18/2022	142.98	142.98	18960	10/04/2022		01065400
		1G47-QC6N-	NITRILE GLOVES, SPO	09/18/2022	96.88	96.88	18960	10/04/2022		01005400
		1GV6-R3KW-	MEMBERSHIP FEE	09/24/2022	179.00	179.00	18960	10/04/2022		01105300
		1KK6-14FN-	TONER, BINDER CLIPS	09/18/2022	68.96	68.96	18960	10/04/2022		01125401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.77	11.77	18960	10/04/2022		01105401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.76	11.76	18960	10/04/2022		01105401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.77	11.77	18960	10/04/2022		01115401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.77	11.77	18960	10/04/2022		01125401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.77	11.77	18960	10/04/2022	922	01165401
		1ML9-KQFF-	TRI FOLD PAPER TOW	09/08/2022	11.76	11.76	18960	10/04/2022	922	01105401
		1ML9-KQFF-	LYSOL WIPES	09/08/2022	14.97	14.97	18960	10/04/2022	922	01105401
		1ML9-KQFF-	BUSINESS CARDS CA	09/08/2022	9.09	9.09	18960	10/04/2022	922	01105401
		1P3X-7WL9-	TAB DIVIDERS	09/16/2022	18.49	18.49	18960	10/04/2022	922	01025401
		1RNH-W7NV	BINDER CLIPS	09/20/2022	27.43	27.43	18960	10/04/2022	922	01115401
		1VMN-1RFL-	BATON HOLDER	09/21/2022	39.38	39.38	18960	10/04/2022	922	01025344
		1YHW-39CC-	UNIT #14 AND #41 PO	09/22/2022	764.76	764.76	18960	10/04/2022	922	01075400
		D7D-33WV-	AVERY CD LABELS	09/22/2022	41.84	41.84	18960	10/04/2022	922	01025401
Tota	al 1953:				1,648.95	1,648.95				
1955	Precision Pa	4278	2022 MFT PAVEMENT	08/26/2022	63,823.50	63,823.50	19001	10/04/2022	922	05005300
Tota	al 1955:				63,823.50	63,823.50				
1961	Theodore Bel	September 2	REFUND OF OVERPAY	09/26/2022	80.00	80.00	19010	10/04/2022	922	01003234
Tota	al 1961:				80.00	80.00				
Gra	and Totals:				2,048,760.27	2,048,760.27				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 09/27/2022,09/28/2022,10/04/2022