



City Council Work Session

Crest Hill, IL

March 11, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

1. Liquor License-1723 N. Center Street
- [2.](#) Amendment to the Class Q BYOB Permit
- [3.](#) Consideration of Fee Waiver Policy for Overlapping Governmental Jurisdictions
- [4.](#) 1240 Caton Farm Road Permit Fee Waiver
- [5.](#) Consideration of Recruitment Process – Department Directors
- [6.](#) City Sign Ordinance Variation Process
- [7.](#) Entrance Signs - Phase 2 Discussion
8. Informational update on status of Walgreen's store at 2379 Plainfield Road
- [9.](#) City Hall Street Lights-Banners
- [10.](#) Digital Sign License Agreement-Caton Farm Rd at Weber
- [11.](#) Wilcox Stormwater project-Design Engineering Services
12. Public Comments
13. Mayor's Updates
14. Committee/Liaison Updates
15. City Administrator Updates

The Agenda for each regular meeting and special meeting (except a meeting held in the event of a bona fide emergency, rescheduled regular meeting, or any reconvened meeting) shall be posted at the City Hall and at the location where the meeting is to be held at least forty-eight (48) hours in advance of the holding of the meeting. The City Council shall also post on its website the agenda for any regular or special meetings. The City Council may modify its agenda for any regular or special meetings. The City Council may modify its agenda before or at the meeting for which public notice is given, provided that, in no event may the City Council act upon any matters which are not posted on the agenda at least forty-eight (48) hours in advance of the time for the holding of the meeting.



Agenda Memo

Crest Hill, IL

Meeting Date: March 11, 2024
Submitter: Mayor Raymond R. Soliman R.S.
Department: Mayor's Office
Agenda Item: Amendment to Class Q BYOB Permit

Summary:

Mr. Don White, White Smoke and Ash is requesting that an amendment to the Class Q BYOB permit to have additional language added to allow consumption of alcohol outside in the patio area which is in the front of the building and restricted by an iron railing.

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

SECTION 2: That Section 5.08.080-Restrictions and Prohibitions of Title 5 (Business Licenses and Regulations), Chapter 5.08 (Alcoholic Beverages) is hereby amended by repealing and replacing Section 5.08.080 with the following:

SECTION 5.08.280- RESTRICTIONS AND PROHIBITIONS.

- (A) It shall be unlawful and strictly prohibited for any Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. to allow any person to consume alcohol on the premises unless it holds a valid current Class Q BYOB Permit.
- (B) No person under the age of 21 shall be allowed to consume alcohol on the premises of any business holding a Class Q BYOB Permit.
- (C) It shall be unlawful and a violation of the Class Q BYOB Permit for the Permit Holder, Owner, Manager, and/or Employees of the Class Q BYOB Permit holder to allow public intoxication on the business premises and the Class Q BYOB Permit Holder or authorized representative(s) shall promptly remove or have removed any customers who are intoxicated, and, if necessary, shall promptly call for police assistance when necessary.
- (D) A Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. which has been issued a Class Q BYOB Permit shall not allow customers to consume any alcoholic beverage on the premises without first being served cigars or other tobacco products. It shall be unlawful and a violation of the Class Q BYOB Permit to allow customers to consume alcohol without also consuming cigars and/or other tobacco products.
- (E) It shall be unlawful and a violation of the Class Q BYOB Permit for any Retail Tobacco Store, including the holder of a Class Q BYOB Permit, to allow gambling of any kind on the premises. The Class Q BYOB Permit is not considered a pouring license, and a Retail Tobacco Store which is issued a Class Q BYOB Permit shall not be considered a liquor licensee of the City.
- (F) It shall be unlawful and a violation of the Class Q BYOB Permit for any employee or owner of a Retail Tobacco Store issued a Class Q BYOB Permit to consume alcohol on the premises or be intoxicated while working at the premises.
- (G) It shall be unlawful and a violation of the Class Q BYOB Permit to allow consumption of alcohol outside the Permitted Business except on an attached patio, deck or other area with access restricted to patrons of the Retail Tobacco Store, and which shall be specifically requested and included in the Permit, if granted by the City.
- (H) A Class Q BYOB Permit Holder shall also provide storage lockers and/ or a secured storage area for customers to keep their alcoholic beverages on premises, but each such individual locker shall be keyed or coded individually so that no one other than the customer assigned that locker shall have access to it. The Class Q BYOB Permit Holder may maintain a master key or combination for the purposes of cleaning out





Item 2.



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	March 11, 2024
Submitter:	Ronald Mentzer, Interim Community and Economic Development Director
Department:	Community Development
Agenda Item:	Consideration of Fee Waiver Policy for Overlapping Governmental Jurisdictions

Summary: The City periodically processes various zoning and building permit related applications from overlapping governmental jurisdictions (OGJ's) such as, but not limited to, the Lockport Fire District, Will County, the White Oak Library District, and the Lockport Park District. In conjunction with the review and approval of these applications, OGJ's often request a waiver of City permit fees. In an effort to reduce (i) the burden of permit fees on OGJs, (ii) the amount of time and City resources devoted to processing fee waiver requests from OGJs, and (iii) the amount of time it takes for OGJ's to obtain required permits from the City, Community Development Department staff have developed and is presenting the attached draft Policy Regarding Permit Fee Waivers for Overlapping Governmental Jurisdictions for Council consideration. The attached draft policy has been reviewed by, and reflects the input of, the City Attorney.

Under the proposed policy, the Community and Economic Development Director and the Building Commissioner have the authority to waive up to \$2,500 in city permit fees for individual applications submitted by OGJs with the understanding that the OGJ must reimburse the City for all outside consultant/vendor expenses the City incurs to review and inspect the permitted work. Permit fee waiver requests in excess of \$2,500 would continue to require City Council review and approval.

Recommended Council Action: Approval of the Policy Regarding Permit Fee Waivers for Overlapping Governmental Jurisdictions.

Financial Impact:

Funding Source: Approval of this policy will reduce the amount of permit revenue the City collects on an annual basis. The exact amount would be relatively minor when compared to overall permit related revenue collections.

Budgeted Amount: Not applicable.

Cost: Not available.

Attachments: Draft Policy Regarding Permit Fee Waivers for Overlapping Governmental Jurisdictions

Policy Regarding Permit Fee Waivers for Overlapping Governmental Jurisdictions

The City Council recognizes the importance of fostering positive relationships with overlapping governmental jurisdictions (OGJ) and that an OGJ may, from time to time, require permits from the City for projects and activities on property that it owns and/or controls within Crest Hill municipal boundaries.

In an effort to reduce (i) the burden of permit fees on OGJs, (ii) the amount of time and City resources devoted to processing fee waiver requests from OGJs, and (iii) the amount of time it takes for OGJ's to obtain required permits from the City, the City Council hereby authorizes the Community and Economic Development Director and the Building Commissioner to waive up to \$2,500 in City permit fees for individual applications submitted by OGJs with the understanding that an OGJ must reimburse the City for any and all outside consultant/vendor review and inspection costs incurred by the City as part of the City's processing of an OGJ permit application and inspection of the premises or review of permitted activities. All permit fee waiver requests exceeding \$2,500 require City Council review and approval.

This policy only applies to the waiver of City permit fees only. Any and all other fees required by the Crest Hill City Code, Ordinances, or policies will not be subject to waiver pursuant to this policy.

Approved by the City Council on: _____



City Council Agenda Memo

Crest Hill, IL

Meeting Date: 03/11/24
Name: Don Seeman
Department: Building Department
Topic: 1240 Caton Farm Road Permit Fee Waiver

Summary: Will County Department of Transportation has applied for a permit to replace the salt dome at their property 1240 Caton Farm Rd. The project has a cost of \$1,213,566.00 resulting in a permit fee of \$15,810.00. All review has been done in house so there is no review fee from any outside consultant. The County is requesting a waiver of the permit fee of \$15,810.00.

Historically we have waived fees for other governmental bodies, and Will County has waived permit fees for the City as well.

Recommended Council Action: Approval of the waiver of the permit fee of \$15,810.00 for the new salt dome.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments: Request letter from Will County Department of Transportation.

**WILL COUNTY ILLINOIS****DIVISION OF TRANSPORTATION****JENNIFER BERTINO-TARRANT**
WILL COUNTY EXECUTIVE**JEFF L. RONALDSON, P.E.**
DIRECTOR OF TRANSPORTATION,
COUNTY ENGINEER

P. (815) 727-8476
F. (815) 727-9806
E. highways@willcountyillinois.com

Division of Transportation
16841 W. Laraway Road
Joliet, IL 60433

February 23, 2024

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

Subject: 23-00161-35-MG
Caton Farm Salt Dome
Crest Hill Permit

To whom it may concern:

The Will County Division of Transportation has plans to reconstruct an existing salt dome for its Caton Farm Maintenance Facility located at 1240 Caton Farm Road. The work includes demolition of the existing salt dome, site preparation, and construction of a new salt dome approx. 100' in diameter.

WCDOT is working with the City of Crest Hill Building Department to secure all necessary permits and approvals. WCDOT is requesting the waiver of any permit fees associated with this work. WCDOT policy is to, and has in the past, waived permit fees obtained by Crest Hill along County Highways.

If there are any questions, please contact me.

Sincerely,

Kyle Catalano, P.E.
Permit Manager / Access Control Officer



City Council Agenda Memo**Crest Hill, IL**

Meeting Date:	March 11, 2024
Submitter:	Dave Strahl, Interim Human Resources Representative
Department:	Human Resources
Agenda Item:	Consideration of Recruitment Process – Department Directors

Summary: The city is recruiting a permanent Community Development/Economic Development Director and a Public Works Director. The attached memorandum outlines the process to evaluate the applicants for each position and recommended evaluation steps to determine the best qualified candidate for a conditional offer of employment.

Recommended Council Action: Approval of the outline proposed or provide direction to modify the recommended process to evaluate the candidates that applied to these director level positions.

Financial Impact:

Funding Source: Expenditures have been incorporated into the existing budget to fund these open positions and transition from interim appointments to permanent appointments.

Budgeted Amount:

Cost:

Attachments: Recruitment Process – Department Directors Memorandum



Raymond R. Soliman
Mayor

Christine Vershay-Hall
Clerk

Glen Conklin
Treasurer

Ward 1
Scott Dyke
John Vershay

Ward 2
Claudia Gazal
Darrell Jefferson

Ward 3
Tina Oberlin
Mark Cipiti

Ward 4
Nate Albert
Joe Kubal

TO: Mayor and City Council
FROM: Dave Strahl, Interim Human Resources Representative
DATE: March 1, 2024
SUBJECT: Recruitment Process – Community Development
Department Director

The Community Development position will close on March 9, 2024.

Once the posting period ends there will be a need to create a process to evaluate and ultimately fill the position. The current ordinances require the appointment of department directors to be a function of the mayor with advice and consent from the city council. I am not familiar with any process that was used in the past so, if there is such a process already in place, it could be utilized. However, absent an existing process there is a need to define the steps and responsibilities to get a full evaluation of the candidates to determine the best person for the city.

Community Development/Economic Development Director Position:

The city contracted with Gov HR to post and accept the resumes from interested applicants for this position. The deadline for expressing an interest in this position is March 8. GovHR will forward all resumes to the city for review and consideration which will be the completion of the contract for services for GovHR.

Recommended Process:

1. Once the resumes are received, they are reviewed by the Interim Community Development Director and Interim HR Representative. This review will focus on the minimum relevant job experience to determine which candidates would be worthy of additional consideration.
2. This initial list will be reviewed with the Mayor and Interim City Administrator to confirm the candidates recommended for additional consideration meet the minimum job experience levels.
3. Once that confirmation is completed the candidates will be invited to participate in remote interviews conducted by the Interim Community Development Director and Interim HR Representative asking standard questions to determine experience applicability, education, and overall general knowledge of planning and economic

CITY OF CREST HILL

20600 City Center Boulevard
Crest Hill, IL 60403

815-741-5100
cityofcresthill.com

development. If there are any specific topic areas or questions the mayor, city council, or Interim City Administrator would like to be included they could be added to the list to be asked.

4. Once these preliminary remote interviews are completed the Interim Community Development Director and Interim HR Representative will forward a list of candidates worthy of additional consideration. This list will include preliminary impressions of the candidates recommended for further consideration. The list will be forwarded to the Mayor and Interim City Administrator.
5. If the recommended list of candidates is acceptable for further consideration, the recommended candidates will be invited in for personal interviews. The interviews will consist of a panel of city representatives consisting of the Mayor, Interim City Administrator, Interim Community Development Director, and two/three select alderpersons. There will be a standard set of questions that will be used to determine experience and applicability for this position.
6. Depending on the quality of the candidates interviewed there would likely be at least two final candidates that could be invited to meet the city council for an interview with the full council. This would be in closed session and a final candidate would emerge from these finalists for conditional job offer. (This step is optional depending on the direction of the city council and mayor.)
7. A conditional offer would outline the starting wages, benefits, job duties, etc. The offer would be conditional until the background and reference check could be completed. Once that is completed a mutually agreeable starting date will be determined.

The process outlined for this position is a recommendation based on common Human Resources review procedures. However, if there are recommended changes that the Mayor or City Council would like to be modified to reflect it those can be made prior to the review process starting.

Please advise Human Resources of these recommendation changes at the March 11 City Council Meeting.

/Documents/Dept Director Recruitment Process Memo.docx



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	March 11, 2024
Submitter:	Ronald Mentzer, Interim Community and Economic Development Director
Department:	Community Development
Agenda Item:	City Sign Ordinance Variation Process

Summary: In January of 2023, the City Code was amended to clarify the review and approval process requirements for Sign Ordinance Variations. A copy of these revised requirements is attached for review and reference.

The City has recently received two separate Sign Ordinance Variation applications. Under the provisions of the revised City Code requirements, the City Council is required to conduct a public hearing and then take final action on Sign Ordinance variation applications at a regular City Council meeting. As such, the March 18, 2024, City Council meeting agenda will include a public hearing for the Sign Ordinance variation request Will County has submitted for the new Will County Children's Advocacy Center that will open soon at 1206 Cedarwood Drive. The April 1, 2024, City Council meeting agenda will include a public hearing for the Sign Ordinance variation request that has been submitted for the new gas station/convenience mart being constructed at the southwest corner of Caton Farm Road and Broadway Street.

Interim Community and Economic Development Director Mentzer will be at the March 11, 2024, workshop meeting to provide an overview and address questions regarding the City's updated Sign Ordinance variation review process.

Recommended Council Action: Informational item only. No action required at this time.

Financial Impact:

Funding Source: Not applicable.

Budgeted Amount: Not applicable.

Cost: Not applicable.

Attachments: City Code Sign Ordinance variation process requirements.

§ 15.12.275 VARIATIONS.

(A) Purpose. The City Council may vary the requirements of the Sign Code. It is the intent of the Sign Code to use variations only to modify the application of the Sign Code to achieve a parity among properties similarly located and classified. Specifically, it is to be used to overcome some exceptional physical condition which poses practical difficulty or particular hardship in such a way as to prevent an owner from using his or her property as intended by the Sign Code. Such practical difficulty or hardship must be clearly exhibited and must be as a result of an external influence; it may not be self-imposed.

(B) Standards for variations.

(1) The City Council shall grant a variation to the Sign Code only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:

(a) That the property in question cannot yield a reasonable return if the Sign Code restrictions are enforced without the requested variations.

(b) That the plight of the owner is due to unique circumstances; and

(c) That the variation, if granted, will not alter the essential character of the locality.

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

(a) That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship upon the owner, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out.

(b) The conditions upon which the petition for a variation is based are unique to the property owner for which the variation is sought and are not applicable, generally, to the other property within the same zoning classification.

(c) That the alleged difficulty or hardship is caused by the ordinance and has not been created by any person presently having an interest in the property.

(d) That the proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood.

(e) That the variation granted is the minimum adjustment necessary for the reasonable use of the land.

(f) That the granting of any variation is in harmony with the general purposes and intent of the Sign Code, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the city's Comprehensive Plan.

(g) That, for reasons fully set forth in the decision by the City Council, the aforesaid circumstances or conditions are such that the strict application of the provisions of the Sign Code would

Sign Code

deprive the applicant of any reasonable use of the land. Mere loss in value shall not justify a variation; there must be a deprivation of beneficial use of land.

(3) In addition, the City Council may impose such conditions and restrictions upon the premises benefitted by a variation as may be necessary to comply with the standards established in this section to reduce or minimize the effect of such variation upon other property in the neighborhood, and to better carry out the general intent of this section.
(Ord. 1940, passed 1-16-23)

§ 15.12.276 VARIATION PROCEDURE.

(A) Application for variation. An application for a variation shall be filed in writing with the City Clerk. The application shall be accompanied by such plans and data as required by Section 9 of the Crest Hill Zoning Ordinance, and all other information required by the City of Crest Hill Development Handbook.

(B) Hearing procedure for variation.

(1) Upon receipt of the application, in proper form, the City Clerk shall determine a reasonable time and place for the public hearing to be held at a regularly scheduled City Council meeting. The Notice of Public Hearing shall be published at least once, not more than 30 days, and not less than 15 before the hearing, in a newspaper of general circulation in Crest Hill. The published notice may be supplemented by such additional form of notice as the City Council, by rule, may require.

(2) The applicant shall notify surrounding properly owners within 300 feet no more than 30 days but no less than 15 days prior to the public hearing. At the applicant's expense, the city will post appropriate signage on the property for notification of the public hearing. Notification procedures shall follow those outlined in the City of Crest Hill Development Handbook.

(3) The public hearing pertaining to the requested variation shall be held by the City Council within 60 days of the filing of the application. At such time, the City Council shall hear evidence on the application for variance giving due notice thereof to the concerned parties, and shall render a written decision to grant, deny, or modify the requested variation without unreasonable delay. Action taken on a variation by the City Council shall be deemed as final administrative determination, subject to change only upon proper judicial review and order.

(C) Effect of denial of a variation. No application for a variation which has been denied wholly or in part by the City Council shall be resubmitted for a period of one year from the date of said order of denial, except on grounds of new evidence or proof of changed conditions found to be valid by said City Council.

(D) Revocation.

(1) A variation shall be revoked if the testimony upon which the variance was granted was falsely given.

(2) In any case where a variation has been granted, and where no construction or development has taken place within one year of granting thereof, then without further action by the City Council, said variation shall become null and void, unless the property owner/applicant submits a formal request in

writing seeking an extension. Such written request for extension must be submitted 30 days prior to expiration date.

(Ord. 1940, passed 1-16-23)

§ 15.12.280 VIOLATION; PENALTY.

Any person found guilty of a violation of any of the provisions of this chapter shall be fined not less than \$75, but no more than \$750 for each offense.

('78 Code, § 15.12.280) (Ord. 549, passed - -82; Am. Ord. 766, passed - -90; Am. Ord. 998, passed 7-1-96; Am. Ord. 1799, passed 2-4-19)

§ 15.12.290 STREET NUMBERS FOR BUILDINGS.

(A) *Establishment of number.* From and after the adoption of this section, the City Engineer shall, from time to time as necessary, establish street numbers for all lots or parcels of land situated within the corporate limits of the city, both for lots or parcels now fronting or adjoining existing streets and for all lots or parcels which may hereafter front or adjoin all new streets and highways hereinafter constructed and laid out in the city.

(B) *Minimum size and color restrictions.* The owners or persons in possession of any buildings on any lot or parcel for which there has been designated a street number shall display in a prominent place on the building the number so designated so that the same is plainly visible and readable by a person with normal vision from the street or highway on which the parcel or lot fronts or adjoins, which number shall not be less than three inches each in height and which number shall be of a shade or color which contrasts with the background thereof.

(C) *Duty to maintain.* It shall be the duty of the owner or person in possession of each such building upon which the numbers are displayed to keep and maintain the numbers in good condition so that they remain clearly visible and readable by a person with normal vision from the street or highway on which the parcel or lot fronts or adjoins.

(D) *Removing or defacing numbers.* No person shall remove or deface any house number placed upon any house in accordance with the provisions of this section. No person shall retain any number on his house other than that provided by the provisions hereof. No owner, agent or person in possession of any house shall refuse or neglect to number the house or cause the same to be numbered in conformity with this section.

(E) *Penalty.* Any person who shall violate the provisions of this section shall be fined not less than \$100 nor more than \$500 for each violation hereof. Each day a violation exists shall be deemed to be a separate violation.

(Ord. 928, passed 9-6-94; Am. Ord. 1799, passed 2-4-19)



Agenda Memo

Crest Hill, IL

Meeting Date: March 11, 2024
Submitter: Ronald J Wiedeman
Department: Engineering
Agenda Item: Entrance Signs - Phase 2 Discussion

Summary: Staff would like to discuss and receive direction from the council on potential locations for entrance signs currently not finalized. The following locations around the city still need to be finalized.

- Larkin-Primary Sign
- Plainfield (West) - Primary Sign
- Gaylord south of Division-Secondary Sign
- Renwick-Primary or Secondary Sign

Recommended Council Action: Direct staff on location for entrance signs, therefore easements can be acquired, and construction can be scheduled.

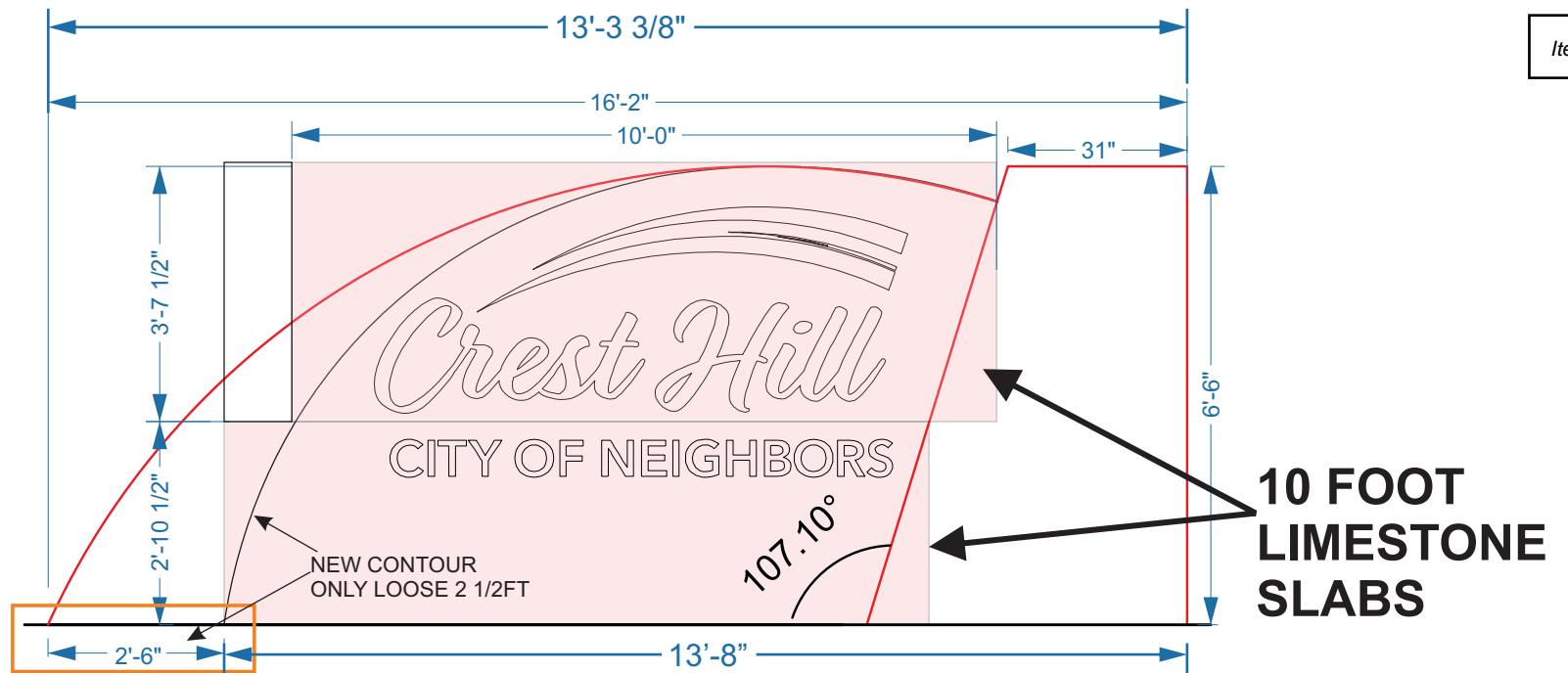
Financial Impact:

Funding Source: GF

Budgeted Amount: \$125,000 (2025 budget).

Cost: TBD

Attachments:



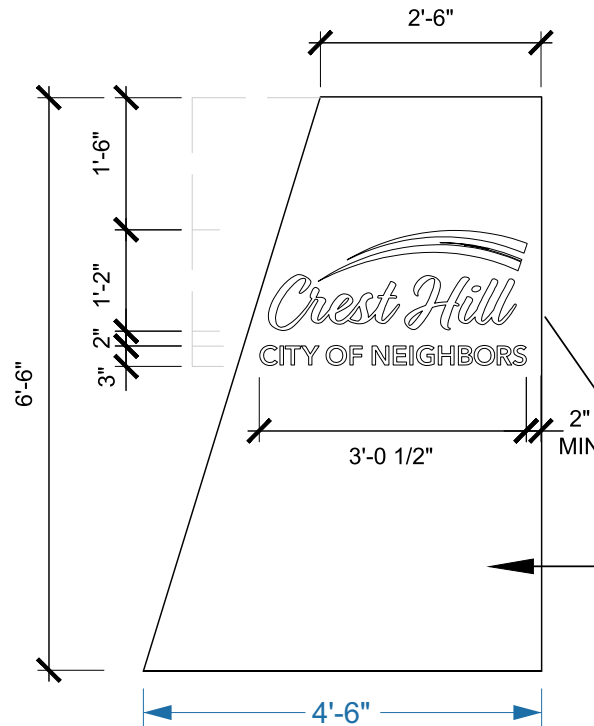
ORIGINAL DESIGN

RED LINES &
PINK ARE 10FT LONG
LIMESTONE



NEW DESIGN

PRIMARY SIGN REDESIGN (\$45,000 Each)

**NOTE:**

Medium Blue: City of Crest Hill Blue
(PMS 2145 C/U)

Medium Green: City of Crest Hill
Green
(PMS 7482 C/U)

Logo on one side of sign

Text and logo to be sandblasted $\frac{1}{4}$ " minimum and painted. City logo and tagline to be match city identity standards. Color to match city color standards.

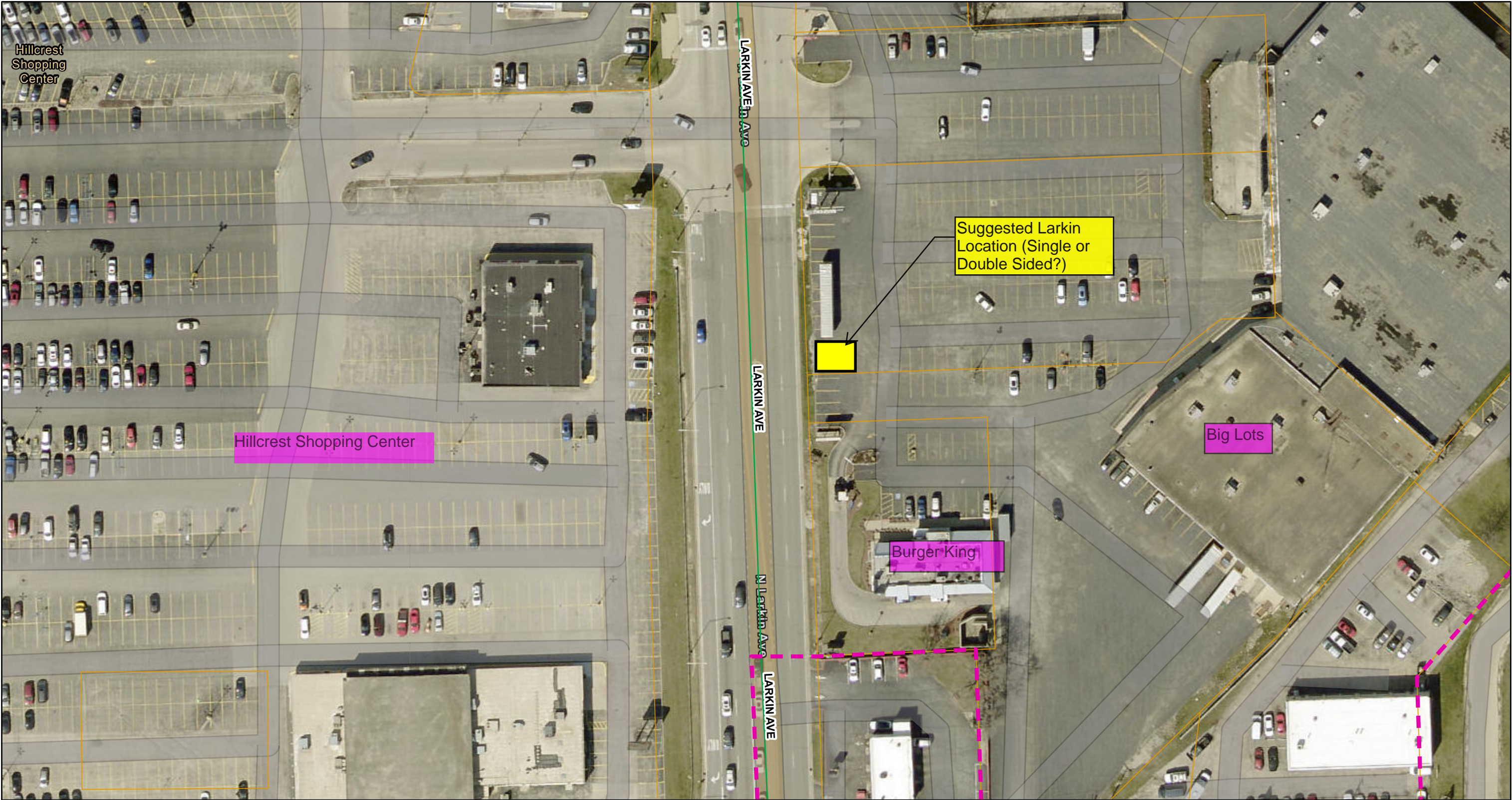
Cut limestone piece



SECONDARY SIGN

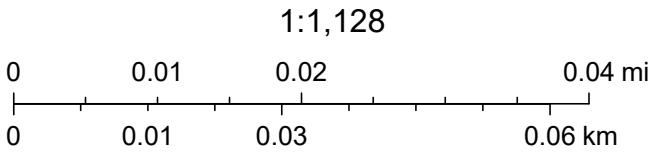
LETTER SPACING AND COLORS

(\$15,000 Each)



12/20/2023, 8:28:20 AM

- City Limits
- Street Labels
- Parcels



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

Sign Location NB
view



Street View SB

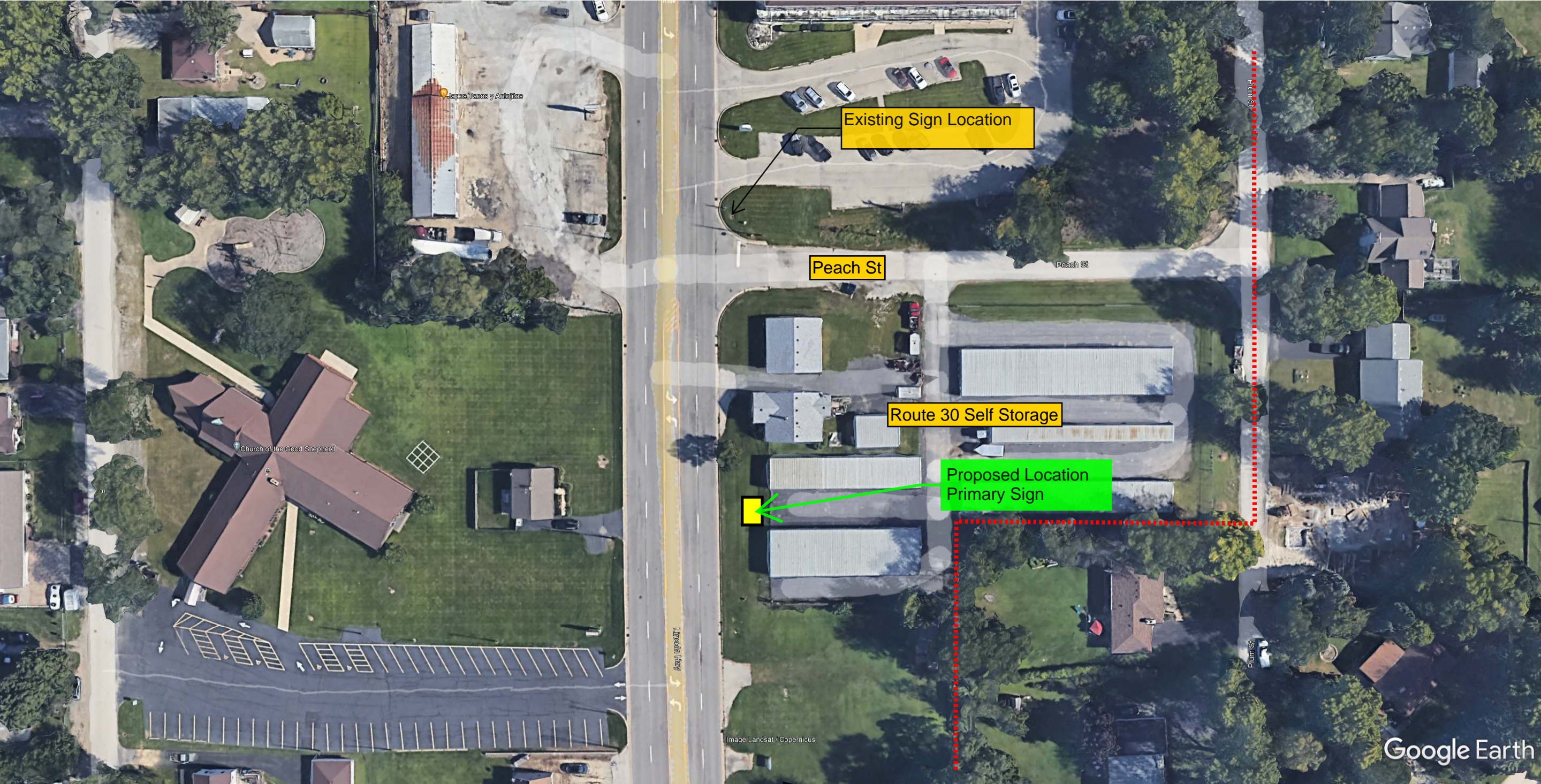


Easement (20 ft x 27 ft)



HBL Crest Hill LLC

Plainfield Rd-West of 6-Corners
Primary Sign
Easement Needed



Existing Sign Location at Peach Street



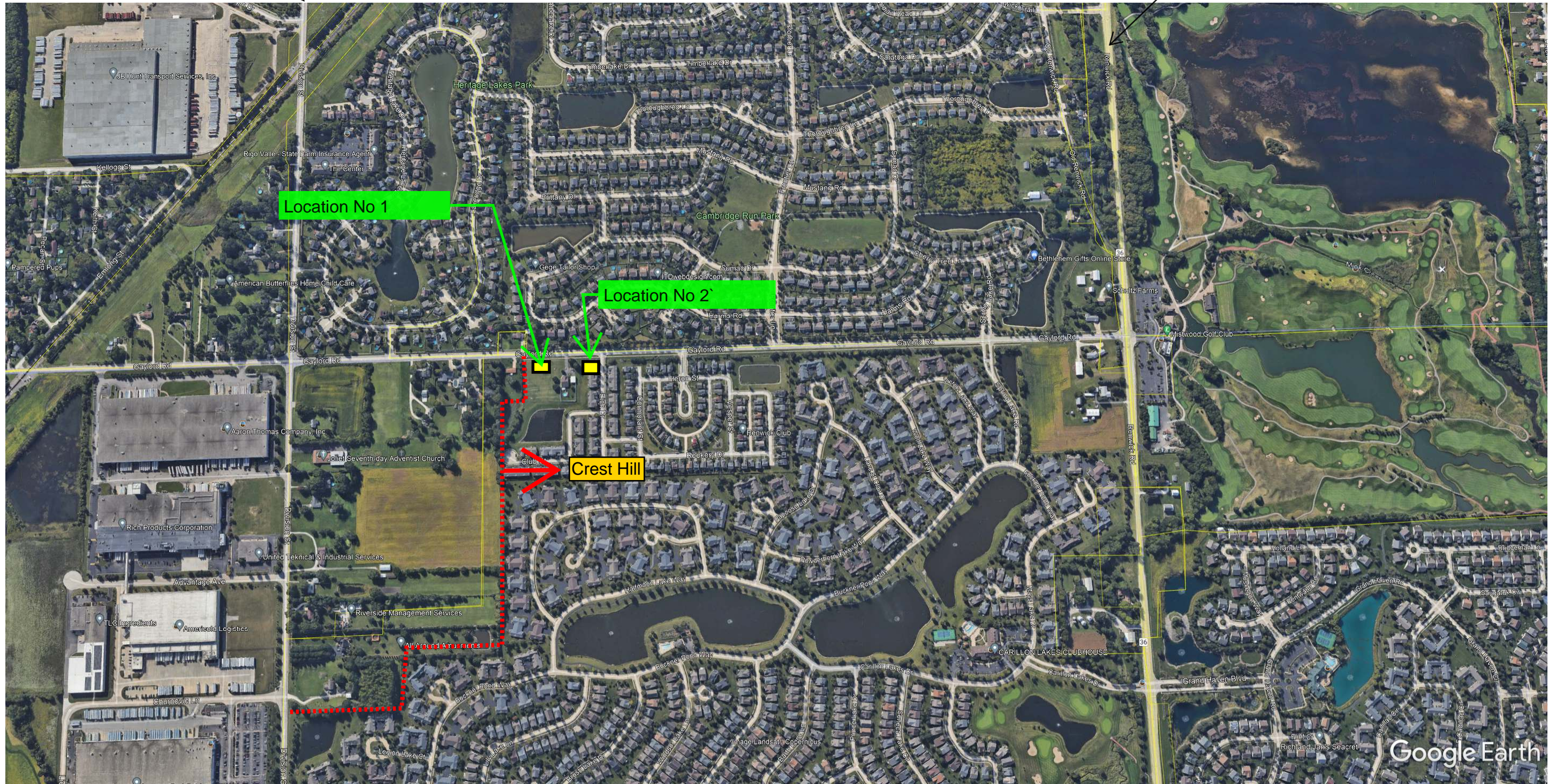


DIVISION

GAYLORD RD

RENWICK

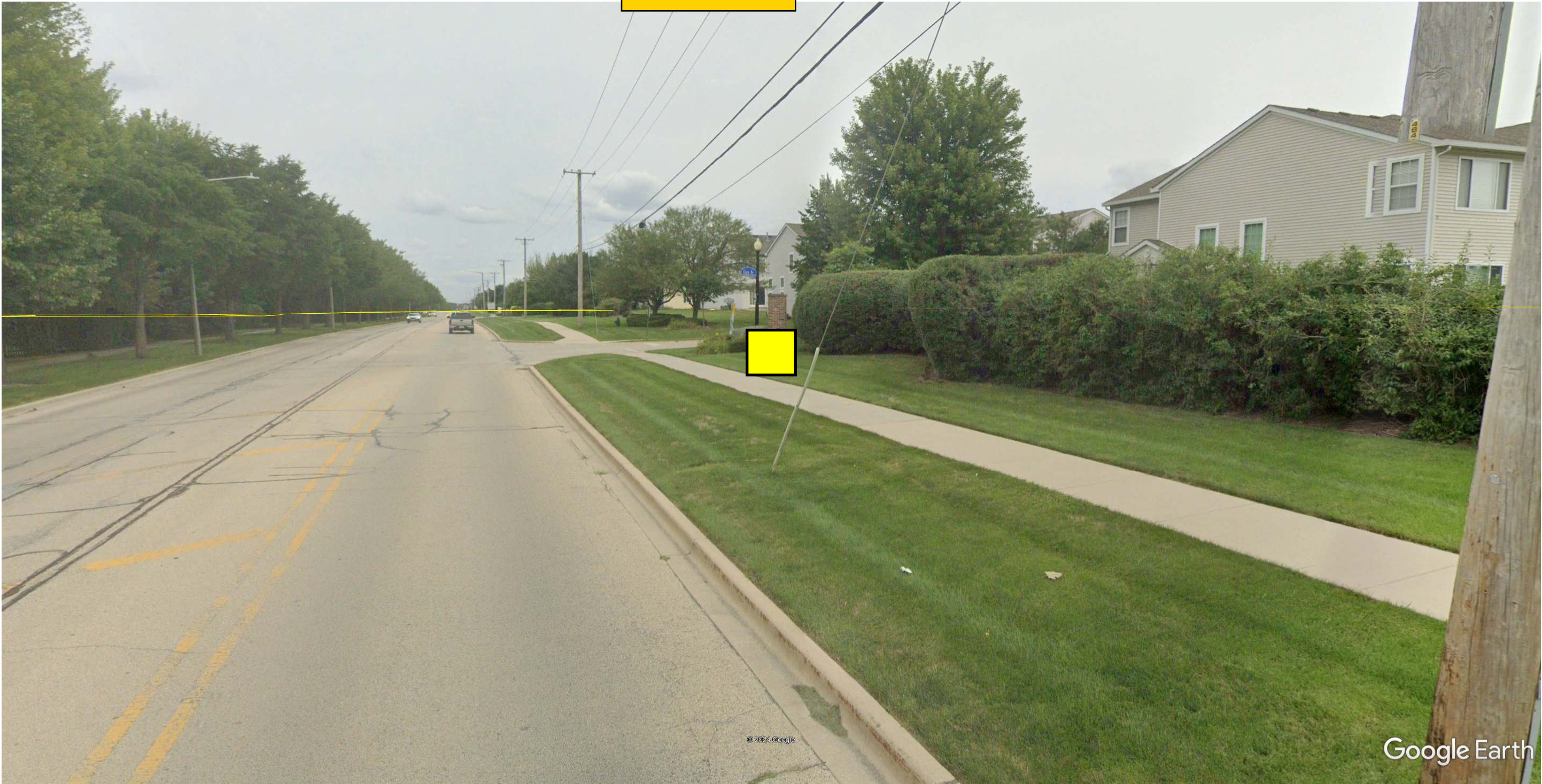
Item 7.





Gaylord Location 2A
"The Fields" Entrance
Secondary Sign
Easement Needed

Item 7.



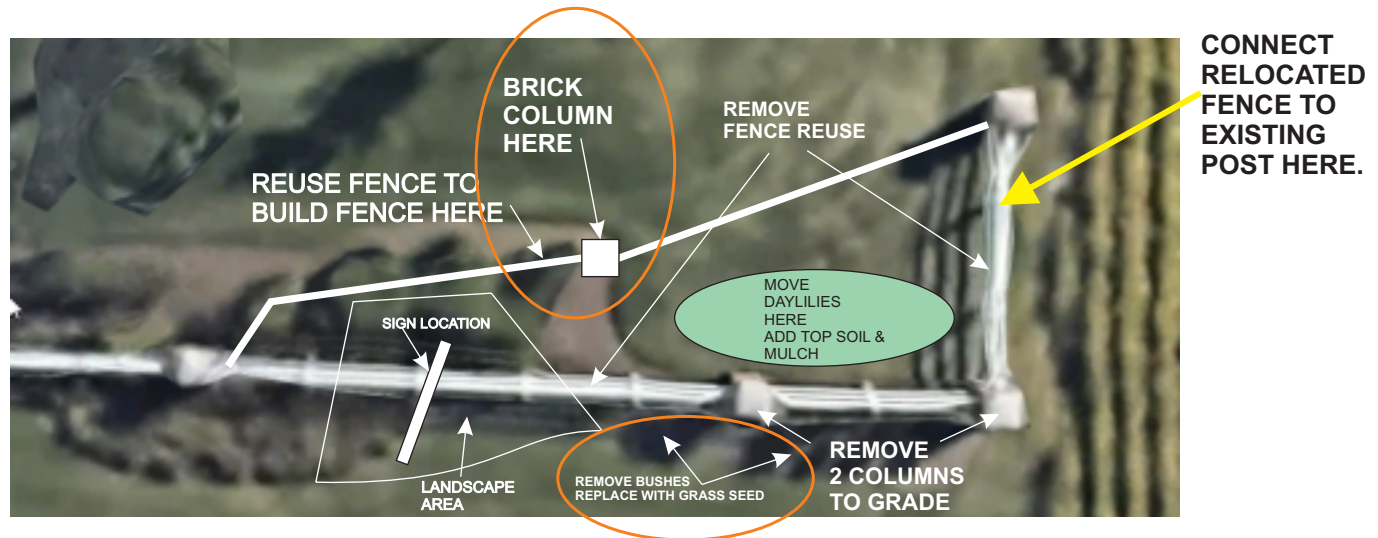
Gaylord Rd-Location 2B
"The Flieds" Entrance
Secondary Sign
No Easement Needed





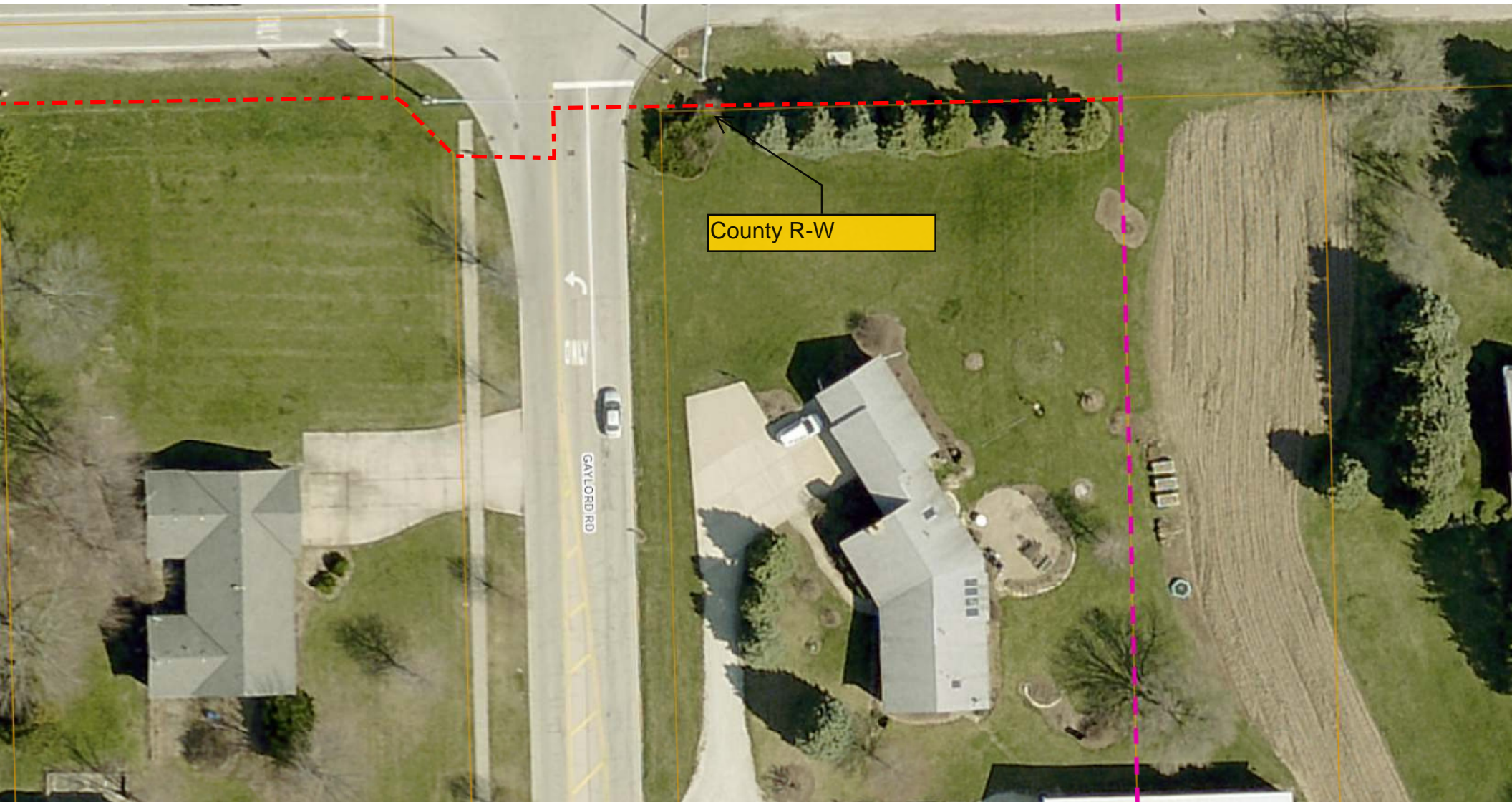
Primary Sign #1 Location

Gaylord Rd. & Renwick Rd. (Sign moved farther East from Gaylord intersection.)



Primary Sign #1 Location

Gaylord Rd. & Renwick Rd. (Sign moved farther East from Gaylord intersection.)



EASEMENT EXHIBIT

P.I.N. 11-04-15
15925 S. GAYL
LOCKPORT

Item 7.

SCALE 1" = 30'

INDICATES SURVEY MONUMENT FOUND
INDICATES 8/16" X 30" IRON ROD SET

C OR CALC = CALCULATED
D = DEED
M OR MEAS = MEASURED
R OR REC = RECORD

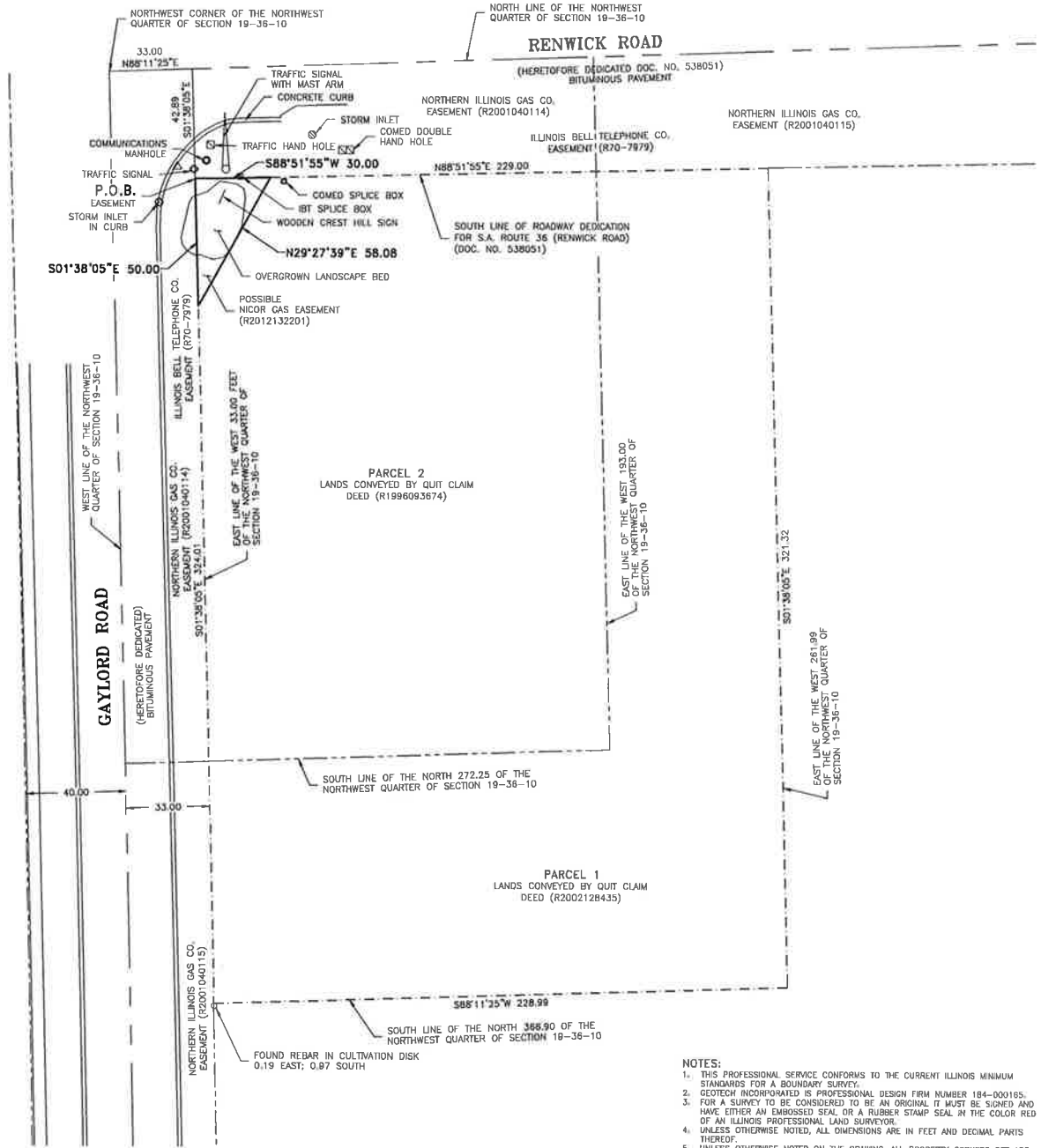
LEGAL DESCRIPTION

CITY OF CREST HILL WELCOME SIGN EASEMENT
THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 11 MINUTES 25 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, 33.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 33.00 FEET OF SAID NORTHWEST QUARTER; THENCE SOUTH 01 DEGREES 38 MINUTES 05 SECONDS EAST ALONG SAID EAST LINE, 42.89 FEET TO A POINT ON THE SOUTH LINE OF ROADWAY DEDICATION FOR S.A. ROUTE 36 (RENNICK ROAD) ACCORDING TO THE PLAT OF DEDICATION RECORDED AS DOCUMENT NUMBER 538051, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 38 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF THE AFORESAID WEST 33.00 FEET, A DISTANCE OF 50.00 FEET; THENCE NORTH 29 DEGREES 27 MINUTES 39 SECONDS EAST 58.08 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID PLAT OF DEDICATION, SAID POINT BEING 30.00 FEET EAST OF THE POINT OF BEGINNING; THENCE SOUTH 88 DEGREES 51 MINUTES 55 SECONDS WEST ALONG SAID SOUTH LINE, 30.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. Containing 750 square feet more or less.

LEGAL DESCRIPTION (OVERALL TRACT)

PARCEL 1:
THE NORTH 366.90 FEET OF THE WEST 261.99 FEET (EXCEPT THE NORTH 272.25 FEET OF THE WEST 193.00 FEET THEREOF) OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.

PARCEL 2:
THE EAST 160 FEET OF THE WEST 193.00 FEET OF THE NORTH 272.25 FEET OF THE NORTHWEST QUARTER OF SECTION 19, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS.



NOTES:

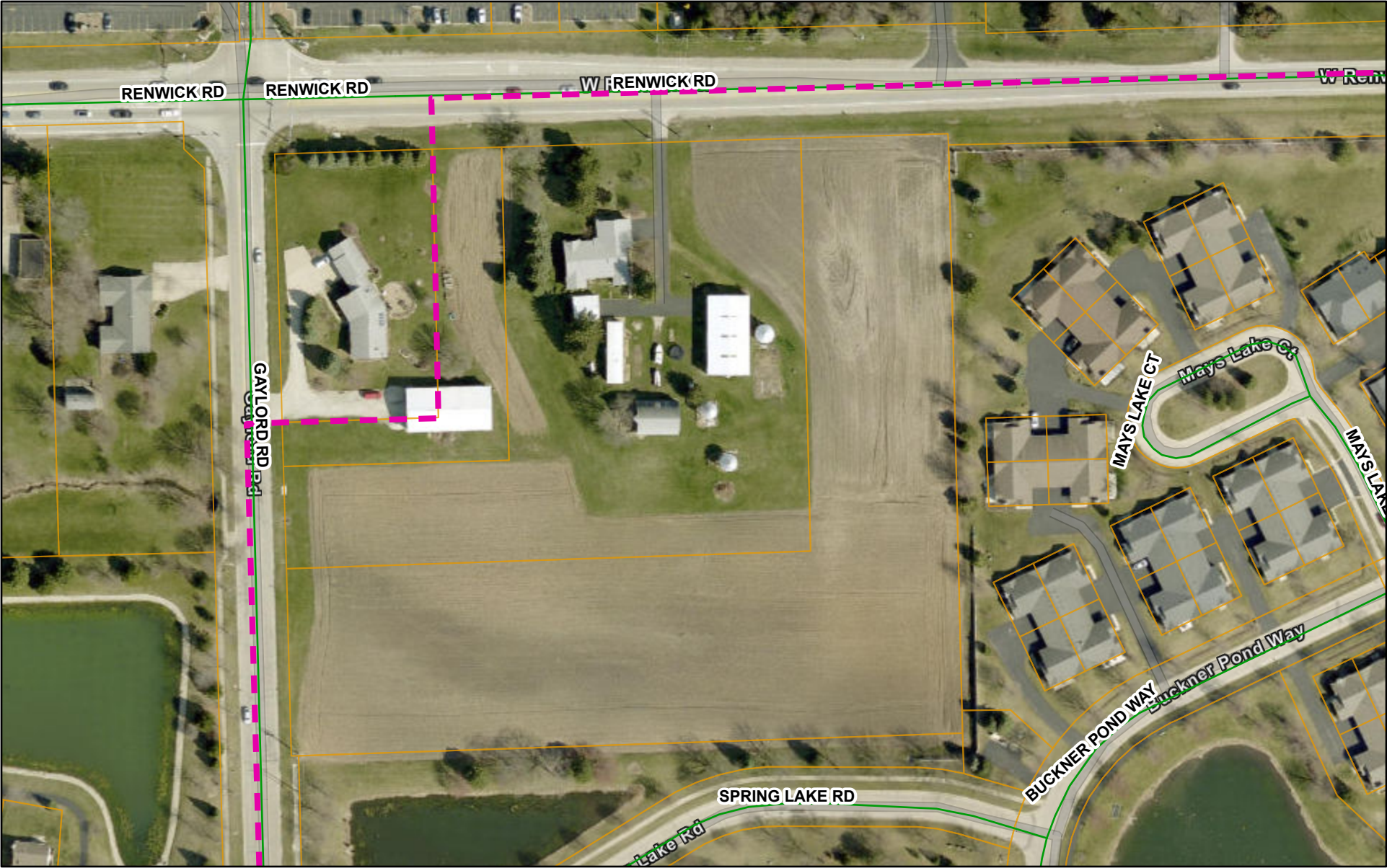
1. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
2. GEOTECH INCORPORATED IS PROFESSIONAL DESIGN FIRM NUMBER 184-000165.
3. FOR A SURVEY TO BE CONSIDERED TO BE AN ORIGINAL IT MUST BE SIGNED AND HAVE EITHER AN EMBOSSED SEAL OR A RUBBER STAMP SEAL IN THE COLOR RED OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR.
4. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
5. UNLESS OTHERWISE NOTED ON THE DRAWING, ALL PROPERTY CORNERS SET ARE 8/16-IN X 30-IN GALVANIZED IRON STEEL RODS.
6. THE BASIS OF BEARING FOR THE PLAT AND SURVEY, SHOWN HEREON, IS THE STATE PLANE OF ILLINOIS, ZONE EAST (NAD83 (2011)), BASED ON GNSS OBSERVATIONS UTILIZING THE TRIMBLE NOW VRS NETWORK.

01.19.2023 CP INCREASED EASEMENT LIMITS




PREPARED BY:
CHRISTOPHER M. PAPESH, L.P.L.S. NO. 3369
EXPIRATION DATE 11/30/2024

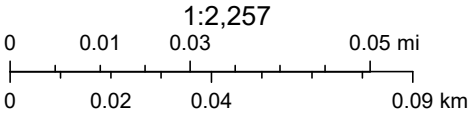
DATE: January 16, 2023

GEOTECH INC.			
CONSULTING ENGINEERS - LAND SURVEYORS			
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010			
PROJECT: CITY OF CREST HILL	FIELD BOOK #:		
DRAWN BY: CP	DATE: 01.16.23	SCALE: 1"=30'	JOB NO. 213
COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES			



1/22/2024, 10:18:51 AM

-  City Limits
-  Parcels
-  Street Labels



County of Will, Maxar, Microsoft, Esri Community Maps Contributors, County of Will, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph

STATE OF ILLINOIS
COUNTY OF WILL
CITY OF CREST HILL

MARY ANN STUKEL 7P
Will County Recorder
Will County
R 2003253962 Page 1 of 7
RAD Date 10/08/2003 Time 15:56:36
Recording Fees: 21.00

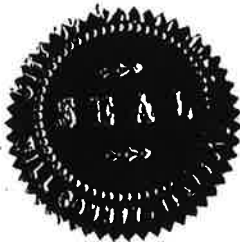
I, Christine Vershay, DO HEREBY CERTIFY, that I am duly qualified and acting Clerk of the City of Crest Hill, in the County of Will aforesaid, and as such Clerk, I am the Keeper of the records and files of the Mayor and City Council of said City.

I, DO FURTHER CERTIFY, that the foregoing is a full, true and complete copy of, Ordinance #1146, entitled AN ORDINANCE ANNEXING A CERTAIN PARCEL OF PROPERTY PURSUANT TO THE PETITION OF JAMES E. WELSH AND ARLENE E. WELSH WITH RESPECT TO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, passed by the City Council of the City of Crest Hill, Will County, Illinois at the meeting held July 17, 2000 all as appears from the official records of said City in my care and custody.

IN WITNESS WHEREOF, I have hereunto affixed my official signature and the corporate seal of said City of Crest Hill, Illinois, this 1st day of October, 2003.

Christine Vershay By *[Signature]*
Christine Vershay, City Clerk

City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60435
Will County



1067

ORDINANCE NO. 1146

AN ORDINANCE ANNEXING A CERTAIN PARCEL OF PROPERTY PURSUANT TO
THE PETITION OF JAMES E. WELSH AND ARLENE E. WELSH
WITH RESPECT TO CERTAIN TERRITORY CONTIGUOUS TO THE CITY OF
CREST HILL, WILL COUNTY, ILLINOIS

WHEREAS, a written petition, signed by the legal owners of record of all land within the territory hereinafter described, has been filed with the City Clerk of the City of Crest Hill, Will County, Illinois, requesting that said territory be annexed to the City of Crest Hill; and

WHEREAS, as of the date of the Petition to Annex, no electors resided upon the land to be annexed; and

WHEREAS, the said territory is not within the corporate limits of any municipality but is contiguous to the City of Crest Hill; and

WHEREAS, legal notices regarding the intention of the City to annex said territory have been sent to all public bodies required to receive such notice by State statute; and

WHEREAS, public hearing with respect to the proposed annexation was held before the City Council of the City of Crest Hill, after due publication of notice of same in the Joliet Herald News, a newspaper of general circulation in the City of Crest Hill; and

WHEREAS, all petitions, documents, and other necessary legal requirements are in full compliance with the statutes of the State of Illinois, specifically Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8; and

WHEREAS, the Crest Hill City Council and the owners have agreed with each other as to the zoning of the property, the preservation of existing uses of the property, connection to municipal and public utilities, all of which agreements are incorporated into and made part of this Annexation Ordinance; and

WHEREAS, the property subject to the proposed annexation therein is legally described as follows:

made to + prepared by:
City of Crest Hill
1610 Plainfield Rd
Crest Hill, IL 60435

✓

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The north 665.85 feet of the west 718.28 feet (excepting therefrom the east 160.00 feet of the west 193.00 feet of the north 272.25 feet) of the Northwest Quarter of Section 19, Township 36 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois.

P.I.N.: 04-19-100-014 and 04-19-100-017; and

WHEREAS, the City Council finds that annexation of the subject parcel would be beneficial to the citizens of the City, in that the property will expand the existing tax base of the City, will help complete the logical and natural boundaries of the City, and will not adversely impact the City's and other public bodies' abilities to provide needed public services to the residents of the City and surrounding area; and

WHEREAS, it is in the best interests of the City of Crest Hill that the subject territory be annexed thereto.

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 by reference into the body of this Ordinance as if they had been set out fully within the body.

Section 2: The property legally described in the Preambles above, as indicated on an accurate map of the annexed territory (which is appended hereto as Exhibit "A" and made a part of this Ordinance), as well as all unincorporated roads adjacent thereto is hereby annexed to the City of Crest Hill, Will County, Illinois.

Section 3: The City Clerk is hereby directed to record with the Recorder of Deeds and file with the County Clerk a certified copy of this Ordinance, together with the accurate map of the territory annexed appended to the Ordinance. The Clerk is further directed to file a copy of this Ordinance with the County Clerk forthwith.

Section 4: The annexed territory shall be zoned as R-1 Residential District, and will be subject to the following provisions:

- (a) Owners shall be allowed to continue to use, operate, occupy and otherwise use all of the existing buildings presently upon the Parcel. Any existing uses on the property that differ from the strict enforcement of the R-1 Residential Zoning District shall be considered to be legal non-conforming uses.

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(b) Owners will be permitted to replace the existing frame residence on the premises with a new single family residence, and replace the machine shed on the premises with a new out building to be used for the same purposes as the machine shed. Additionally, the barn and the two car garage shall be re-sided. The City agrees to issue building permits for the above-described construction and remodeling, without any zoning, special use permit or variance. Such work shall be completed within eighteen (18) months of the passage of this Annexation Ordinance, and all such replacement buildings and remodeled buildings shall be considered legal non-conforming uses, to the extent that they may differ from the strict enforcement of any and all codes, ordinances, and regulations of the City regarding an R-1 Residential District.

(c) If, at any time subsequent to the passage of this Ordinance, and subsequent to the completion of the replacement and remodeling work mentioned above, Owners subdivide the Parcel, constructs new buildings on the Parcel, or expands any buildings already existing, replaced or remodeled, Owners shall be required to conform to the codes, regulations and ordinances of the City regarding zoning, building or other land use matters.

(d) Upon passage of this Ordinance, Owners shall be permitted to connect its facilities to the City's public water and sanitary sewer utility system, subject to the prevailing tap-on fees, recapture fees, connections fees, and any other applicable fees. Such connections shall be solely at Owners' option, so long as Owners' use of the Parcel continues in such form and to such degree as the uses now exist as of the date of passage of this Ordinance, except the changes provided in Subsection (b) above. If, at any time subsequent to the passage of this Ordinance, Owners subdivide the Parcel, construct any new buildings other than those mentioned in Subsection (b) above, or expand buildings already existing at the time of passage of this Ordinance, Owners shall be required to connect the Parcel and its buildings to the City's public water and sanitary sewer utility systems. The City shall not be required to extend or pay for the extension of its water and sewer systems to the Parcel. It shall remain the Owners' responsibility to pay for the cost of extending water and sewer mains from the nearest available point of connection to the Parcel.

(e) Unless otherwise exempted by the terms of this Ordinance, the Parcel and any use made of the Parcel shall be subject to, and shall comply with, all City codes and ordinances, including, but not limited to, zoning ordinances and subdivision regulations. In addition, the reference herein to any City code, ordinance or regulation shall not be construed to waive, modify, limit

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or otherwise affect the applicability of any of the City codes, ordinances or regulations.

(f) The Parcel shall be subject to all ordinances, resolutions and administrative regulations presently in force, and as the same may hereafter be adopted or amended, except as may be expressly and directly provided for in this Agreement.

(g) This Ordinance shall be enforceable by the parties by any action at law or in equity, including actions for specific performance and injunctive relief. The laws of the State of Illinois shall control the construction and enforcement of this Ordinance. Before any failure of any party to perform any obligation arising out of this ordinance shall be deemed to constitute a breach, the party claiming the breach shall notify the defaulting party and demand performance. No breach of the terms of the parties' agreement underlying this Ordinance shall have been found to occur if performance is commenced to the satisfaction of the complaining party within thirty (30) days of the receipt of such notice.

(h) The terms of this Ordinance shall bind and inure to the benefit of the City and its successor municipal corporations and corporate authorities and the Owners and their heirs, successors, grantees and assigns. No right of enforcement is intended to be conferred upon any third party by passage of this Ordinance.

(i) The terms and conditions of this Agreement as recited in this Ordinance shall constitute restrictive covenants or an equitable servitude running with the land.

(j) If any provision, covenant, agreement or portion of this Ordinance or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provision, covenant, agreement or portion of this Ordinance, and to that end, any provisions, covenants, agreements or portions of this Agreement are declared to be severable.

(k) The rights vested in the parties set out in this Section 4 of this Ordinance shall be effective for a term of twenty (20) years from its date of passage.

Section 4: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

A
#5

PASSED THIS 17th DAY OF JULY, 2000.

AYES: 8

NAYS: 0

ABSENT: 1


Christine Vershay, City Clerk

APPROVED THIS 17th DAY OF JULY, 2000.


Donald L. Randich, Mayor

ATTEST: 
Christine Vershay, City Clerk

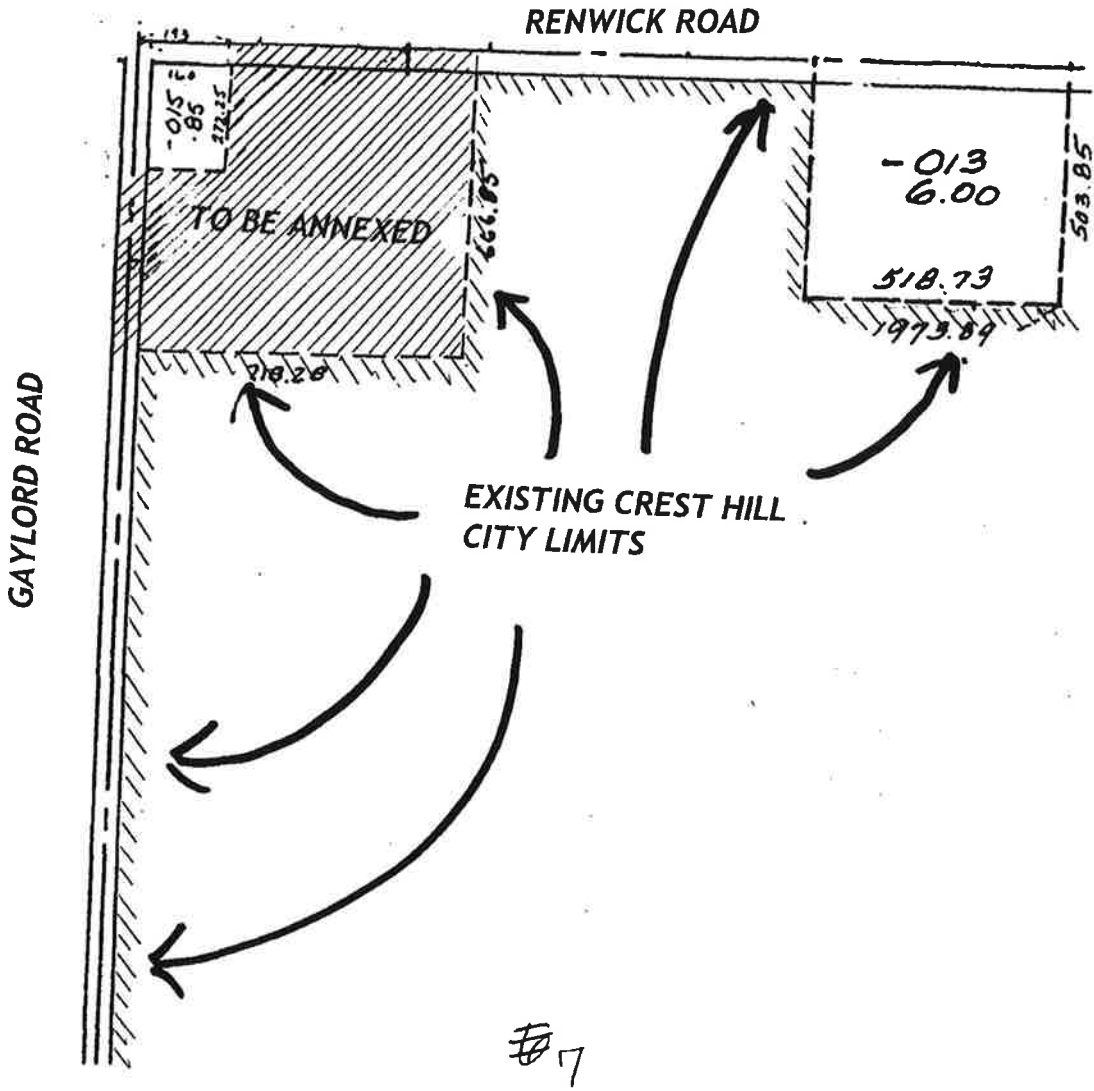

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EXHIBIT "A"
MAP OF ANNEXATION

Item 7.

The north 665.85 feet of the west 718.25 feet (excepting therefrom the east 160.00 feet of the west 193.00 feet of the north 272.25 feet) of the Northwest Quarter of Section 19, Township 36 North, Range 10 East of the Third Principal Meridian, in Will County, Illinois.

P.I.N.: 04-19-100-014 and 04-19-100-017





Agenda Memo

Crest Hill, IL

Meeting Date:	March 11, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	City Hall Street Lights-Banners

Summary: As of January 15th, 2024 the new street lighting project along City Center Blvd, Crest Hill Dr and Len Kubinski has been completed. The staff is looking for direction from the council on how to move forward with the selection of the type of banners and events in which banners should be purchased for the upcoming spring/summer season along with equipment needed for installation (i.e. lift).

Below are a couple of suggestions:

1. Select a single staff member to work on this item.
2. Select a small group of staff.
3. Select a single member or small group of staff along with 1-2 council members.

Depending on the option selected above the following will be prepared and then brought back to council for further discussion:

- a. Crest Hill standard banners
- b. Determine which holidays will require special banners.
- c. Provide illustrations of what each banner will look like and options for council input.
- d. Estimated costs and budge numbers.

Recommended Council Action: Provide staff direction on how to move forward.

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a.

Cost: n/a

Attachments:

webe

Agenda Memo**Crest Hill, IL**

Meeting Date:	March 11, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Digital Sign License Agreement-Caton Farm Rd at Weber

Summary: Attached is a License Agreement with Natural Gas Pipeline Company of America LLC (NATURAL) for an easement in the northeast corner of Caton Farm Rd and Weber Rd. Chris Spesia and myself have worked with representatives of the pipeline company on this License Agreement.

The attached are highlights of what is contained in the license agreement:

- Allow the city a license to construct, operate, maintain, repair, replace and/or remove a digital monument sign, landscaping and electrical service connection within the area shown in exhibit B.
- The city cannot install any other items not described above in the area shown in exhibit B.
- The City is responsible for all costs associated with the construction of the digital monument sign, NATURAL will not provide any funds.
- No digging within the easement area until NATURAL is given 48 hours advance notice.
- The city or contractors shall notify Illinois One Call (811) prior to any work beginning.
- For any work within 25 ft of a NATURAL pipeline, the city or its contractors shall cover all costs for an approved third-party damage prevention inspector (NATURAL Representative) for the duration of the project.
- All earth-moving equipment and other heavy equipment working on NATURAL's property must be approved by NATURAL representative.
- No materials, fill, spoiled or other materials shall be stored on their property.
- There cannot be any major grade changes to the area shown in exhibit B without written consent of NATURAL.
- Natural drainage must be maintained and not impede flow to adjacent properties.
- Any items on or under the property shown in exhibit B that are disturbed will be required to be repaired at the City's expense.
- The City shall defend, indemnify and hold harmless NATURAL for any claims due to items within the area defined in exhibit B.

- The city will be required to provide and maintain certain insurance requirements. These requirements were reviewed by the city attorney and the city insurance representative for compliance.
- The License agreement will terminate after a period of 12 consecutive months after the city ceases to use the area described in the agreement. All items will be removed at the city's expense.
- If the city breaches any covenant, condition or other obligations under this license agreement it shall terminate within thirty (30) written notice from NATURAL.
- The city shall be liable for and shall reimburse NATURAL upon demand for all reasonable attorney's fee, costs and expenses incurred by NATURAL in enforcing this agreement.

Questions?

Recommended Council Action: Approve the execution of the License Agreement with Natural Gas Pipeline Company of America LLC for an easement in the northeast corner of Caton Farm Rd and Weber Rd.

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a.

Cost: n/a

Attachments:

NGPL-Crest Hill License Agmt with Exhibits (CSpesia REVISED EXECUTION VERSION Feb 5 2024).pdf

LICENSE AGREEMENT

Tract: **CRAW(2)-20**

Counties: **Will**

State: Illinois

THIS LICENSE, made and entered into this ____ day of _____, 2024, by and between **Natural Gas Pipeline Company of America LLC**, a Delaware limited liability company, with a mailing address of 1001 Louisiana St., Suite 1000, Houston, TX 77002 (hereinafter referred to as "Natural" or "Licensor") and the **City of Crest Hill**, with an office at 20600 City Center Boulevard, Crest Hill, IL 60403 (hereinafter referred to as "Licensee").

WITNESSETH

WHEREAS, Natural is the fee owner of a tracts of land described in that certain Deed dated January 15, 1949 and Recorded January 18, 1949 as Document 650458 in Deed Book/Page 1239/297 by the Will County Recorder of Deeds, Illinois, pursuant to which the Licensor operates and maintains certain natural gas pipeline facilities, equipment, and appurtenances situated in Will County, Illinois, described and attached hereto as Exhibit "A" and hereinafter referred to as "Natural's Property"

WHEREAS, Natural has constructed, operates and maintains certain high pressure natural gas pipelines, facilities equipment, and appurtenances on Natural's Property; and

WHEREAS, Natural has granted leases, lease agreements and easements to various parties to use and occupy portions of Natural's Property; and

WHEREAS, Licensee has requested that Natural's grant to Licensee a license to construct, operate, maintain, repair, replace and/or remove a digital monument sign, landscaping and electrical service connection upon a portion of Natural's Property as shown and detailed on the drawing attached hereto as Exhibit "B" and made a part hereof, as though fully set forth herein;

WHEREAS, Natural is willing to grant such a license subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the initial payment of the sum of one dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the covenants and conditions hereinafter contained, Natural does hereby grant, **without warranty of any kind or type**, unto Licensee a license to construct, operate, maintain, repair, replace and/or remove a digital monument sign, landscaping and electrical service connection (hereinafter referred to as the "Facilities"), in, on, under, upon and across Natural's Property pursuant to the specifications set forth on Exhibit "B".

This License permitted by Natural to Licensee is permitted upon the following express conditions and provisions, which Natural and Licensee expressly acknowledge, undertake and agree to fulfill and discharge; to-wit:

1. **USE.**

(a) This License is subject to all existing and future encumbrances, leases, license agreements and/or easements of record or issued by Natural or its predecessors in title, provided that the future encumbrances, leases, license agreements and/or easements do not materially interfere with the rights conferred upon Licensee hereunder. In the event of a conflict, Licensee agrees to work with Natural, and with the holder of any such conflicting rights, to resolve the conflict.

(b) Licensee agrees that its Facilities shall be constructed in the location set forth on Exhibit "B" and pursuant to those further specifications and requirements set forth in this Agreement or as otherwise required by Natural.

(c) Licensee hereby acknowledges that Licensee does not have authorization to construct and maintain any additional facilities on Natural's Property other than the Facilities referenced herein. Licensee further acknowledges that it shall not locate any additional structures, including but not limited to, lights, signs, benches, water fountains, etc. on Natural's Property. Licensee further acknowledges that it cannot change the grade or drainage on Natural's Property without the prior written consent of Natural.

(d) Natural reserves, for itself and its successors and assigns, the right to use and the right to grant third parties the right to use (including the right to locate improvements on) the surface and subsurface of Natural's Property for any and all purposes, activities and uses, and the rights of Natural to utilize Natural's Property will, at all times, be and remain paramount to the License and rights herein granted to Licensee by Natural. Natural, at all times, shall have free and unrestricted use of its land and access to its land for its employees, agents, contractors, subcontractors, representatives, assigns and licensees, and Natural shall not be liable to any extent for any damages to Licensee's Facilities that may be occasioned as a result of the use of Natural's Property by Natural, its affiliates or its or their members, managers, officers, employees, agents, contractors, subcontractors, representatives, assigns and licensees, or damages to Licensee's Facilities caused by or on account of Natural's maintenance, replacement, removal or installation of any of Natural's Facilities on Natural's Property, **EVEN IF CAUSED BY OR ARISING FROM THE ACTIVE, PASSIVE, IMPUTED, JOINT, CONCURRENT, CONTRIBUTORY OR COMPARATIVE NEGLIGENCE, BREACH OF CONTRACT OR OTHER LEGAL DUTY OR FAULT OF ANY NATURAL INDEMNITEES (BUT NOT THEIR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT).**

(e) Licensee shall not cause Natural's Property to be encumbered, pledged or used as any form of security and/or collateral for any reason.

(f) Licensee hereby agrees it will not suffer or permit any mechanic's lien or other such lien to attach to Natural's Property, by reason of any improvements upon or alterations to Natural's Property or work done thereon by or upon the order of Licensee, and will save Natural harmless from any such lien or claim therefore and from any and all costs or expenses incurred in connection with any such lien or claim. Should any such lien be placed upon Natural's Property, Licensee will immediately at its sole cost obtain the discharge of same or, at its option Natural

may itself discharge any such lien, and Licensee shall promptly reimburse Natural for same. In the event that Licensee does not so reimburse Natural within thirty (30) days of Natural's demand for such reimbursement, then Natural may, at its option by written notice, at any time terminate this license. Any such termination shall not be deemed a waiver of any other remedies of which Natural may be entitled under this license or at law.

(g) Licensee agrees not to plant any trees or shrubs on Natural's Property with the exception of small shrubs and flowering plants near the monument sign in the area depicted in Exhibit "B".

2. CONSTRUCTION AND MAINTENANCE ON NATURAL'S PROPERTY.

(a) Subject to the provisions of Section 1(d) above, in the event Natural shall, at any time, desire or be required to construct, reconstruct or alter the grade or location of its pipeline or other facilities upon Natural's Property, or in the event Natural shall, at any time, desire to construct additional pipelines, appurtenances or other facilities upon Natural's Property, and if, in the judgment of Natural, it is necessary that the Facilities be temporarily closed, altered or interfered with in any way, or if for any other reason Natural deems it necessary to take such action, Natural shall, to the extent determined by Natural to be practical, notify Licensee of the necessity for such action and use reasonable efforts to minimize the interference or alteration of the Facilities.

(b) Notwithstanding the foregoing, the Facilities may be temporarily closed, altered or interfered with to the extent reasonably necessary to accommodate Natural's present or future facilities on Natural's Property.

3. CONSTRUCTION.

(a) Licensee agrees to pay all damages to the facilities of Natural caused by the construction, operation, maintenance, repair, replacement or removal of the Facilities as referenced herein. Licensee further agrees and warrants that it will construct, operate, maintain, repair, replace and remove the Facilities in accordance with industry practice and standards, and with all statutes and regulations of any government entity having jurisdiction.

(b) Licensee and its employees shall conform, and Licensee hereby agrees to contractually require its agents, contractors, subcontractors or other invitees to conform, to all requirements of this License and Licensee shall maintain a copy of this License on the job site at all times during the installation of the Facilities. Such copy will be available to Natural's representative upon request.

(c) Licensee shall not excavate on Natural's Property for any purpose without giving Natural forty eight (48) hours' notice, by telephone at 815-272-9100, and shall not conduct any excavation outside the presence of Natural's representative, and Licensee agrees upon request to reimburse Natural for the service of such representative or representatives.

(d) If Licensee or its representatives perform any grading, leveling, digging or excavation work on Natural Property, Licensee will notify Illinois One Call (811) at least forty eight (48) hours prior to the commencement of such work in order to locate all existing utility lines that may be present on Natural's Property.

(e) For all proposed construction activities within twenty-five (25') feet of Natural's facilities, the Licensee shall cover all costs for an approved third party damage prevention inspector (Natural's Representative) for the duration of the project. Standard negotiated rates are published on a yearly basis and are available upon request. Costs include; daily or weekly rates, project expenses such as mileage, logging, and necessary equipment to perform duties. The third party Damage Prevention Inspector must be approved by Natural prior to commencing the project. No work as approved herein shall be performed within twenty-five feet (25') of any pipeline or facility of Natural without Natural representative being on-site. All digging within twenty-five (25') feet of any pipeline or facility of Natural shall be monitored by Natural's representative. All digging within three (3') feet of any pipeline or facility of Natural shall be performed by hand. In the event that contact is made with Natural's pipeline, said contact shall be reported immediately to Natural's representative.

(f) Natural's representative may require temporary discontinuation of any construction activity or other activity that in his/her sole opinion endangers Natural's pipeline or facilities. Thereafter, the representative shall consult with Licensee and Licensee shall satisfy all concerns of Natural's on-site representative prior to Natural authorizing continuing construction or other activities.

(g) All earth-moving equipment and other heavy equipment working on Natural's Property must be approved by Natural's representative.

(h) No material, fill, spoil, pipe or other material shall be stored on Natural's Property.

(i) Licensee agrees that other than the Facilities referenced herein, Natural's Property will not be used for access, parking and/or storage by Licensee, its contractors or subcontractors.

(j) The existing grade and/or ground cover on Natural's Property shall not be altered or reduced without Natural's written consent, and if it is altered or reduced, upon completion of construction, Licensee agrees to restore all disturbed areas on Natural's Property other than the areas associated with the Facilities, as nearly as practicable to their original condition at Licensee's sole cost and expense.

(k) The Facilities constructed pursuant hereto must maintain a constant elevation across the entire width of Natural's Property.

(l) The natural drainage of Natural's Property, and that of adjoining landowners, shall not be impeded during and/or after construction of the Facilities.

(m) All drain tile, fences and other similar facilities of Natural that are damaged or destroyed shall be repaired or replaced in good and workmanlike manner by Licensee at its own cost and expense.

4. INDEMNITY.

(a) Licensee agrees to defend, indemnify and hold harmless Natural, its successors, assigns, directors, officers, employees, its parents, affiliates and subsidiaries against and from any and all claims, actions, causes of actions, suits, demands, damages, losses or liability whatsoever, including but not limited to reasonable attorney and expert fees and

investigation costs ("Claims") arising out of, incidental to, or otherwise related in any way to the use of Natural's Property by Licensee, its agents, contractors, subcontractors, employees, invitees and/or its licensees including, without limitation, Claims for contribution or Claims of any governmental entity under the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., whether such Claims are brought during or after the term of this Agreement or whether such claims are caused by or contributed to by the joint or concurring negligence of Natural, its agents, employees, contractors or subcontractors, except to the extent such damage, injury or loss is caused in whole or in part by the gross negligence or willful misconduct of Natural.

(b) Natural shall not be responsible to Licensee for special, consequential, indirect or similar damages, including lost profits, that might arise in the event Natural, its agents employees, contractors or subcontractors damage the Facilities, require temporary closure of the Facilities or breach this License Agreement.

(c) Licensee shall expressly include Natural as a protected and/or released party in any and all waivers or releases of liability or other similar documents signed by participants, spectators or other users of Licensee's property.

5. INSURANCE.

(a) Licensee agrees to maintain, at its own cost and expense such insurance as will protect Natural from all claims for damages to persons and to property that may arise from any operations under this License. Nothing contained in this insurance section is intended to limit or alter the liability of each of the parties as outlined in the indemnity section above. Licensee shall purchase and maintain insurance, during the entire term of this License the following types of insurance policies and the minimum limits of insurance coverage listed in subsections (a), (b), (c) and (d) as listed below: Worker's Compensation and Employer's Liability Insurance, in accordance with all applicable state and federal laws, and specifically including the following:

- 1) Statutory Coverage Workers' Compensation Insurance (including Occupational Disease Coverage) in accordance with the laws of the states where the work is to be performed. If Licensee performs work on or adjacent to navigable waterways, Licensee shall furnish a certificate of insurance showing compliance with the provisions of the Federal Longshoreman's and Harbor Workers Compensation Act and, if an exposure exists, the Jones Act.
- 2) Employer's Liability, including Occupational Disease, subject to a limit of liability of not less than \$1,000,000.00 per accident/disease/employee.

(b) Commercial General Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$1,000,000.00 per occurrence. Such insurance shall remove any exclusion for explosion, collapse and underground operations (XCU), and coverage for blanket contractual liability assumed hereunder.

(c) Comprehensive Automobile Liability Insurance, with combined single liability limits for bodily injury and property damage of not less than \$1,000,000.00. Such coverage shall include owned, hired and non-owned vehicles.

(d) Umbrella/Excess Liability Insurance with a minimum limit of not less than \$5,000,000 per occurrence. Such umbrella policy shall follow the form of the Employer's Liability Insurance, Commercial General Liability Insurance and Business Automobile Liability Insurance set out above, be in excess of those underlying policies without gaps in limits and provide coverage as broad as those underlying policies.

Insurance in Paragraphs (b) and (c) shall: 1) include Natural as an Additional Insured; 2) be primary (as opposed to excess) and non-contributing to all other insurance or self-insurance programs maintained by Natural; and 3) not require exhaustion of any other coverage or tender of any claim or action to any other insurer providing coverage to Licensee. Licensee agrees to waive all rights of subrogation against Natural, and shall include waivers of subrogation in favor of Natural on all insurance policies required in subsection (a), (b), (c) and (d).

Licensee agrees that the insurer(s) providing such insurance, including contractor and subcontractor insurance shall have an A.M. Best rating of at least A-/VIII. Prior to the commencement of any work on the Facilities and during the entire term of this License, Licensee shall furnish a certificate of insurance (or renewal certificate) in a form satisfactory to Natural, evidencing insurance coverage as indicated above. Such certificate or certificates shall contain a statement by the insurer that it will give Natural written notice at least thirty (30) days prior to the termination of, or any reduction in, any of the insurance required by this License and ten (10) day notice for non-payment of premium. Licensee agrees that if it fails to maintain insurance coverage that it will be cause for immediate termination and cancellation of this License upon notice to Licensee.

Before commencing any performance under this License, each contractor or subcontractor shall furnish Natural with Certificates of Insurance evidencing insurance coverage and provisions provided for in this License. Failure to furnish such evidence of insurance coverage shall not be considered a waiver by Natural of such coverage. All deductibles, self-insured retentions and self-insurance carried by the contractors and subcontractors under their insurance programs are the sole responsibility of the contractor or subcontractor and will not be borne in any way by Natural. Licensee, contractors and subcontractors will indemnify Natural, in full, for any amounts related to the above.

6. TERMINATION.

(a) Except as to the period of time commencing as of the date of execution of this License and continuing until the Facilities are in use, in the event that Licensee shall cease to use said Facilities for a period of twelve (12) consecutive months, all rights granted to Licensee hereunder shall cease and terminate. Upon such cessation and termination of Licensee's rights, Licensee shall remove said Facilities within six (6) months of the date of termination of its rights under this License. Should Licensee fail to do so, Natural may remove same, at Licensee's risk, and the cost thereof shall be borne by Licensee.

(b) In the event of Licensee's breach of any covenant, condition or other obligation of Licensee under this License, this License shall terminate upon thirty (30) days written notice from Natural to Licensee informing Licensee of termination of this License due to such breach, provided, however, that if Licensee fully cures such breach within the referenced thirty (30) days period, this License shall not terminate because of such breach. The determination as

to whether a breach has been fully cured shall be in Natural's sole discretion, and further provided that this cure provision shall not in any way diminish Natural's rights as stated in Section 2(d) or Section 3. Natural's exercise of its right to terminate this License shall not excuse Licensee from the fulfillment or satisfaction of any obligation under this License which has accrued prior to Natural's termination of the same. Upon termination of this License, Licensee shall remove all of its property, if any, within any time specified by Natural, but in no event later than six (6) months after the date of termination. In effecting such removal, the premises shall be restored by Licensee to a condition satisfactory to Natural. If Licensee shall fail to make the removal in the manner and time set forth in the notice given, Natural may make the removal and make said restoration, all at the sole risk, cost and expense of Licensee.

(c) Licensee shall be liable for and shall reimburse Natural upon demand for all reasonable attorney's fees, costs and expenses (including expert witness fees) incurred by Natural in enforcing Licensee's obligations under this License, whether or not Natural files legal proceedings in connection therewith.

7. TAXES AND ASSESSMENTS.

Licensee shall pay all taxes and assessments levied on account of any and all improvements placed thereon by Licensee during the term of this License, and Licensee, upon presentation by Natural of bills for the amount thereof, shall reimburse Natural within thirty (30) days of receiving said bills for any such taxes, license fees or other charges which may be paid by Natural. In the event that Licensee does not reimburse Natural, then this License shall terminate pursuant to the provisions of Section 6.

8. NOTICES.

All notices and communications to Natural shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Natural Gas Pipeline Company, L.L.C., Attn: Land & ROW Dept., 1001 Louisiana St., Houston, TX 77002, or at such other place as Natural may, from time to time, designate in writing. All notices and communications to Licensee shall be sent by registered or certified mail, return receipt requested, or by a reputable overnight delivery service addressed to: Attn: City Clerk and City Administrator, City of Crest Hill, 20600 City Center Boulevard, Crest Hill, IL 60403 or at such place as Licensee may, from time to time, designate in writing.

9. SUCCESSORS AND ASSIGNS.

This License shall be binding on and shall inure to the benefit of Licensor and Licensee and their respective successors and assigns subject to the terms herein. This License is not assignable or transferable by Licensee except to an entity wholly owned by Licensee and subject to the written approval of Natural. Any attempt to assign or transfer this License by Licensee in violation of these provisions shall void or terminate this License, without the necessity of any notice or action by Natural.

10. NON-WAIVER OF COVENANTS.

The failure of a party to enforce or the delay in enforcing any term of this License shall not be deemed a waiver of any provision herein. No waiver of any breach of any of the covenants of this License shall be construed, taken or held to be a waiver of any other breach, or as a waiver, acquiescence in or consent to any further or succeeding breach of the same

covenant. The acceptance of payment by Natural of any of the fees or charges set forth in this License shall not constitute a waiver of any breach or violation of the terms or conditions of this License.

11. AUTHORITY.

Licensee represents and warrants that it has the authority to enter into this License and that no further authority or approvals are necessary to make this License valid and enforceable.

12. RECORDING.

This License is personal to Licensee, and shall not be placed of public record, nor shall it be assigned or transferred in any manner without the express written approval and consent of Natural.

13. ENTIRE AGREEMENT.

This License and the Exhibits attached hereto and forming a part hereof set forth all the covenants, promises, agreements, conditions and understandings between Licensor and Licensee concerning the premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are herein set forth. Except as herein otherwise expressly provided, no subsequent alteration, amendment, change or addition to this License shall be binding upon Licensor or Licensee unless reduced to writing and signed by them.

IN WITNESS WHEREOF, the parties hereto have mutually executed this License Agreement, as of the day and year first above written.

Natural Gas Pipeline Company of America LLC., Licensor

By: _____

Name: _____

Title: _____

City of Crest Hill, Illinois, Licensee

By: _____

Name: _____

Title: MAYOR

EXHIBIT "A" – LEGAL DESCRIPTION OF NATURAL'S PROPERTY**Parcel Tax IDs#: 11-04-29-300-001**

THE WEST 99.0 FEET OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, EXCEPTING THEREFROM THE WEST 67.0 FEET, THEREOF, BEING THE LANDS DEDICATED FOR RIGHT OF WAY FOR PUBLIC ROAD PURPOSES, RECORDED MARCH 14, 1979, AS DOCUMENT NUMBER R79-08431, AND LYING NORTH OF THE NORTHERLY LINE OF LANDS DEDICATED FOR RIGHT OF WAY FOR PUBLIC ROAD PURPOSES, RECORDED JULY 8, 1982, AS DOCUMENT NUMBER R82-13913, IN WILL COUNTY, ILLINOIS.

EXHIBIT “B”

Map of Licensee’s Proposed Facilities

(See Attached)

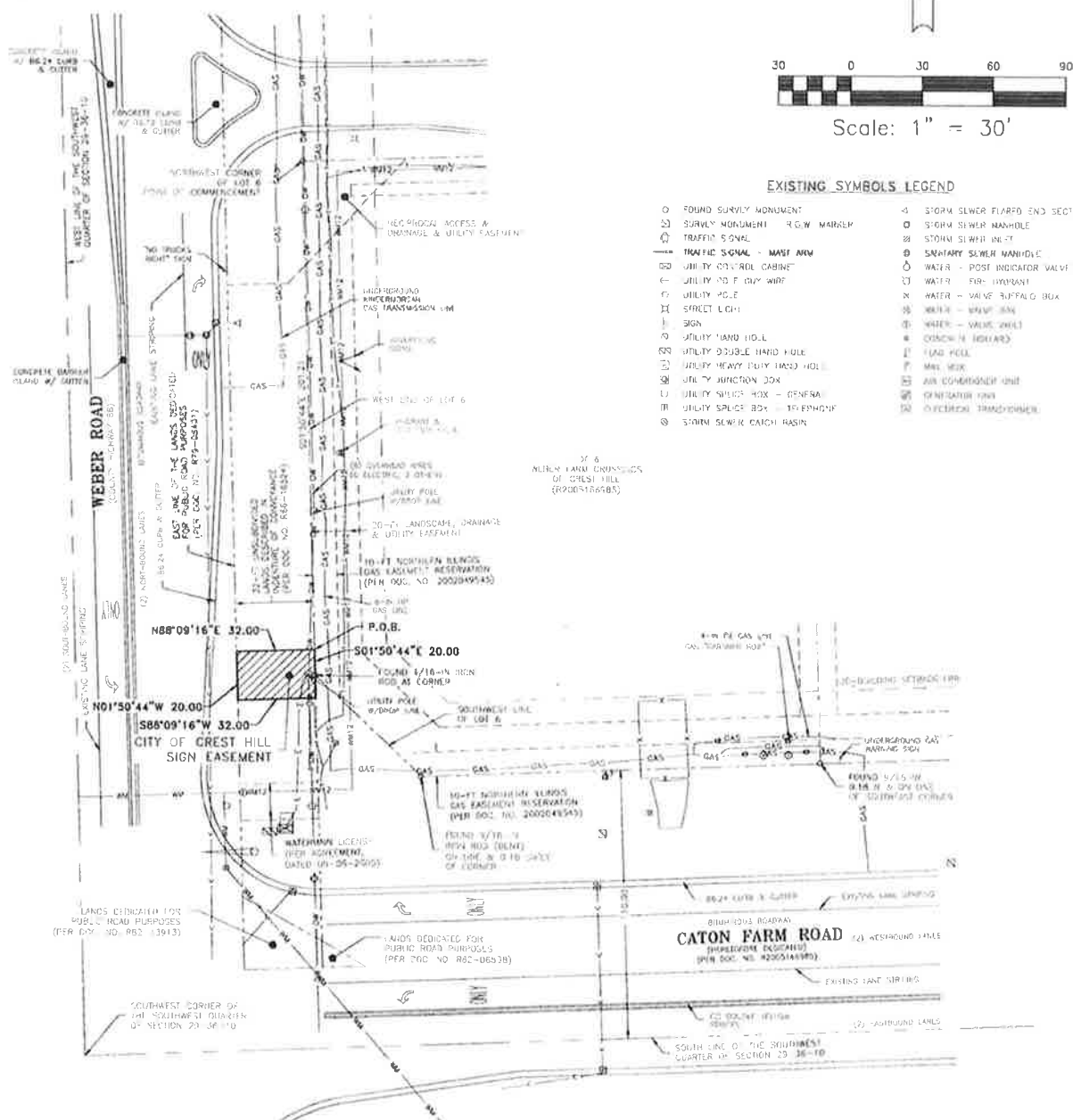
LEGAL DESCRIPTION

[illegible]

EASEMENT EXHIBIT "B"

CITY OF CREST HILL SIGN EASEMENT

P.J.N. 11-04-29-300-001-0000
NE CORNER WEBER ROAD
AND CATON FARM ROAD
CREST HILL, ILLINOIS 60403



EXISTING SYMBOLS LEGEND

- | | | | |
|----|-----------------------------|----|---------------------------------------|
| 0 | FOUND SURVIVY WOUND | 4 | STORM SLEWER FLARED END SECTION (FCS) |
| 1 | SURVIVY MORNIN' FLOW MARKER | 5 | STORM SLEWER HANDLE |
| 2 | TRAFFIC SLOW | 6 | STORM SLEWER IN CT |
| 3 | TRAFFIC SIGNAL - MAST ARM | 7 | STORM SLEWER HANDLE |
| 4 | UTILITY CONTROL CABINET | 8 | WATER - POST INDICATOR VALVE (PVI) |
| 5 | UTILITY CONTROL CABINET | 9 | WATER - FIBER TUBING |
| 6 | UTILITY FLOW | 10 | WATER - VALVE BUFFALO BOX |
| 7 | UTILITY LIGHT | 11 | WATER - VALVE 2000 |
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PREPARED BY: CHRISTOPHER M. PAPER, IPL3 NO. 3368
EXPIRATION DATE 11/30/2024

DATE November 7, 2023

GEOTECH INC.
CONSULTING ENGINEERS - LAND SURVEYORS

1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60491 815/730-1010

PROJECT: CREST NW/1 SIGN EASEMENT	FIELD BOOK #: N/A
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COMPARE THIS PLAN WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES.



Agenda Memo

Crest Hill, IL

Meeting Date:	March 11, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Wilcox Stormwater project-Design Engineering Services

Summary: As presented at the October 9, 2023 workshop council provided direction on how to move forward with updating and finalizing design for the installation of a new storm water collection system that would eliminate an existing storm sewer located in private alleys from Stern to the alley located between Wilcox and Kelly. This new storm sewer will be placed in the public right of way of Stern, Wilcox and Ludwig and will eliminate 90% of the storm water being drained to an existing pipe that is located in a private alley or adjacent to existing homes. This work will also include the filling of portions of the existing storm sewer that are located within 6 ft of an existing structure or when crossing public right of way.

Staff would like to get the consultant moving on the updated design and preparation of the bid and contract documents. Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services.

These services will include the following:

- Verify existing field conditions have not changed since the original survey was completed.
- Storm Sewer cleaning/Televising by National Power Rodding.
- Review digital recording of the Sewer Televising.
- Finalize the Plans and Specifications and Construction Estimates.
- Preparation of Storm Water Pollution Prevention Plan.
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

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

The project schedule is to have the entire bid package ready for bidding early summer of 2024 with construction completed in the fall of 2024.

Recommended Council Action: Resolution approving an Agreement for Wilcox Street Storm Sewer Project by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$41,490.00.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$50,000 (Fiscal Yr. 2025)

Cost: \$41,490.00

Attachments:

Crest Hill Wilcox Storm Sewer Final Design.021224.pdf



EXHIBIT A

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 12, 2024

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Final Design
Wilcox Street Storm Sewer
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services for the Wilcox Street Storm Sewer in the City of Crest Hill. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

The scope of this proposal includes final engineering design of approximately 1,000- feet of new 24-inch storm sewer on Wilcox Street from Stern Avenue to Ludwig Avenue, including new drainage structures and the abandonment of an existing storm sewer.

This project was preliminarily designed by CBBEL in 2020, and the City now desires to make revisions to the design, perform additional investigation related to the existing sewer to be abandoned, and finalize bid documents for the project.

The scope of this proposal includes existing conditions verification, sewer televising, design revisions, preparation of bid plans, specifications, and Engineer's Opinion of Probable Cost, and bidding assistance.

SCHEDULE

This proposal assumes that the design of this project will be awarded in March 2024. Engineering design will target completion in May 2024 with the intent that the project can be issued for bid in June 2024.

SCOPE OF WORK

Task 1 – Existing Conditions Verification: CBBEL will review the topographic survey completed in 2020 against observed existing conditions within the project limits to identify areas that have been improved or otherwise modified. CBBEL will perform a “boots-on-the-ground” assessment of the existing conditions, document observed discrepancies, and notify the City of any concerns. This task does not include supplemental topographic survey.

Task 2 – Sewer Cleaning/Televising and Tape Review: CBBEL will engage National Power Rodding (NPR) to perform sewer cleaning and televising of the existing 18”-24” storm sewer that the City desires to abandon as part of this project, to ensure that existing connections, deficiencies, etc. that may impact its abandonment are identified. NPR estimates 1-2 days to complete the work at an hourly rate of \$750/hour.

This task will include CBBEL review of televising tapes furnished by NPR, which are anticipated to include approximately 500 lineal feet of sewer. Upon review, CBBEL will discuss our findings with the City so that any necessary design adjustments can be coordinated.

Task 3 – Final Plans, Specifications and Estimate (100%): CBBEL will make minor revisions to the previously-prepared plans, specifications, and estimate for the project based on a recent discussion with the City and finalize bid documents. The requested number of copies of plans and specifications will be submitted to the City. A final estimate of cost and estimate of required working days will also be submitted.

CBBEL will provide final electronic drawings and specifications to be issued to prospective bidders via the QuestCDN website.

Task 4 – Utility Coordination: Based on existing utility information obtained and drafted in 2020 and the plans prepared in Task 3, CBBEL will provide plans to the utility companies to verify their facilities, ensure utility locations are reflected accurately on our design plans, and identify any potential conflicts. CBBEL will revise the existing utility CAD base map as necessary to reflect current day conditions as provided by utility companies. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

Task 5 – Preparation of Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 6 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by City), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).

- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the City for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the City for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the City in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 7 – Project Coordination and Meetings: CBBEL will coordinate with the City throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) project coordination meetings will be held with City Staff.

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

This proposal assumes that no public involvement will be required during the final design of this project.

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Existing Conditions Verification	\$ 2,840
Task 2 – Sewer Cleaning/Televising and Tape Review	\$ 13,640
Task 3 – Final Plans, Specifications and Estimate (100%)	\$ 6,670
Task 4 – Utility Coordination	\$ 4,080
Task 5 – Preparation of SWPPP	\$ 3,800
Task 6 – Bidding Assistance	\$ 4,010
Task 7 – Project Coordination and Meetings	\$ 6,200
Direct Costs	\$ 250

TOTAL NOT-TO-EXCEED FEE: \$ 41,490

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached previously agreed to General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

BMW
N:\PROPOSALS\ADMIN\2024\Crest Hill Wilcox Storm Sewer Final Design.021224.docx

Proposal: 24-165



NATIONAL POWER RODDING

A Carylton Company

2500 West Arthington Street
Chicago, IL 60612

p: (312) 666-7700

f: (312) 666-0748

www.nationalpowerrodding.com

January 30, 2024

PROPOSAL
Submitted to:

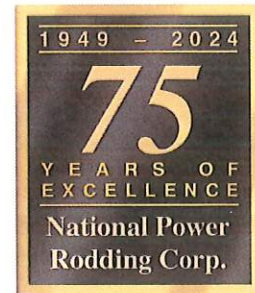
Christopher B. Burke Engineering
16221 W 159th St., Suite 201
Lockport, IL 60441
Ph: 815-770-2850 Email: bwelch@cbbel.com

ATTENTION:

Bryan Welch

SUBJECT:

CLEANING AND CLOSED CIRCUIT TV INSPECTION OF SEWERS



We propose to furnish the necessary labor, supervision and equipment to perform a closed circuit color TV inspection of sewer as described in the Scope of Work below. This proposal includes preparatory cleaning with high velocity jetting equipment. Computerized log sheets describing observations noted during the inspection will be furnished along with the recorded video tape/DVD(s).

SCOPE OF WORK

Clean and televise approximately 450 LF of 18" – 21" sewer lines located NEAR Wilcox Street and Stern Avenue in Crest Hill, IL.

PURCHASER WILL FURNISH

Nearby hydrant access for our high velocity jetting equipment; any special permits or fees, access to all manholes and sewer lines; and a dump site (if required) for disposal of debris removed from the sewers and/or manholes during cleaning; additional traffic control should it be necessary to provide more than standard traffic cones and truck-mounted arrow boards, at no additional charge to us.

PRICE

Charges for the above services will be computed at the rate of \$750.00/hr., portal to portal, including water fill-up and disposal at an approved dumpsite from our office in Chicago, with a four-hour minimum charge including pre-trip inspection of our truck and travel time. Disposal of debris (if no dumpsite provided) will be charged at \$125.00/ton if no dump site is provided. Work is estimated at 1-2 eight-hour workdays, including travel, to complete. Not to exceed the amount of \$12,000.00 plus applicable disposal fees (if any) without customer approval.

Terms: Subject to terms and conditions on reverse side. All prices quoted are valid for 30 days from this proposal date.

If you find the above proposal satisfactory, please sign below, provide a purchase order number if applicable, initial General Terms and Conditions on back page, and return a signed copy of both to us. To schedule the above services, please contact our office as soon as possible.

Respectfully submitted,

Purchase Order Number _____

ACCEPTED this _____ day of _____, 20____

NATIONAL POWER RODDING CORPORATION

Todd O. Shobayo
Project Manager

Name of Purchaser

By _____
Name and Title

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.
Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT FOR WILCOX STREET STORM
SEWER PROJECT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE, LTD**

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

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

WHEREASECS Christopher B Burke, Ltd. (the "COMPANY"), is an entity that is in the business of providing Professional Services, for the Wilcox Street storm sewer project (the "Services"); and

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

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

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$41,490.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the

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

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

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

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

[Intentionally Blank]

PASSED THIS 18TH DAY MARCH, 2024.

	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 4TH DAY OF MARCH 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A