



City Council Work Session

Crest Hill, IL

September 08, 2025

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- [1.](#) ComEd Agreements and Expenditure for the West Sewage Treatment Plant Electrical Upgrade
- [2.](#) Discussion and Direction on Implementing an Adult-Use Cannabis Retailers' Occupation Tax in the City of Crest Hill
- [3.](#) Public Comment Policy Discussion
4. Public Comments
5. Mayor's Updates
6. Committee/Liaison Updates
7. 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:	September 8, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	ComEd Agreements and Expenditure for the West Sewage Treatment Plant Electrical Upgrade

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

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

Dominic Gattone from Strand Associates, Inc. will be attending Monday evening's meeting and Attorney Stiff has already reviewed the agreements.

Recommended Council Action: Discussion & authorization to proceed, with final approval on 9/15/25.

Financial Impact:

Funding Source: Wastewater Enterprise Fund

Budgeted Amount: A specific amount was not budgeted.

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

Attachments: VCC Generator & Fuel Proposal

ComEd Service Entrance Location Sketch

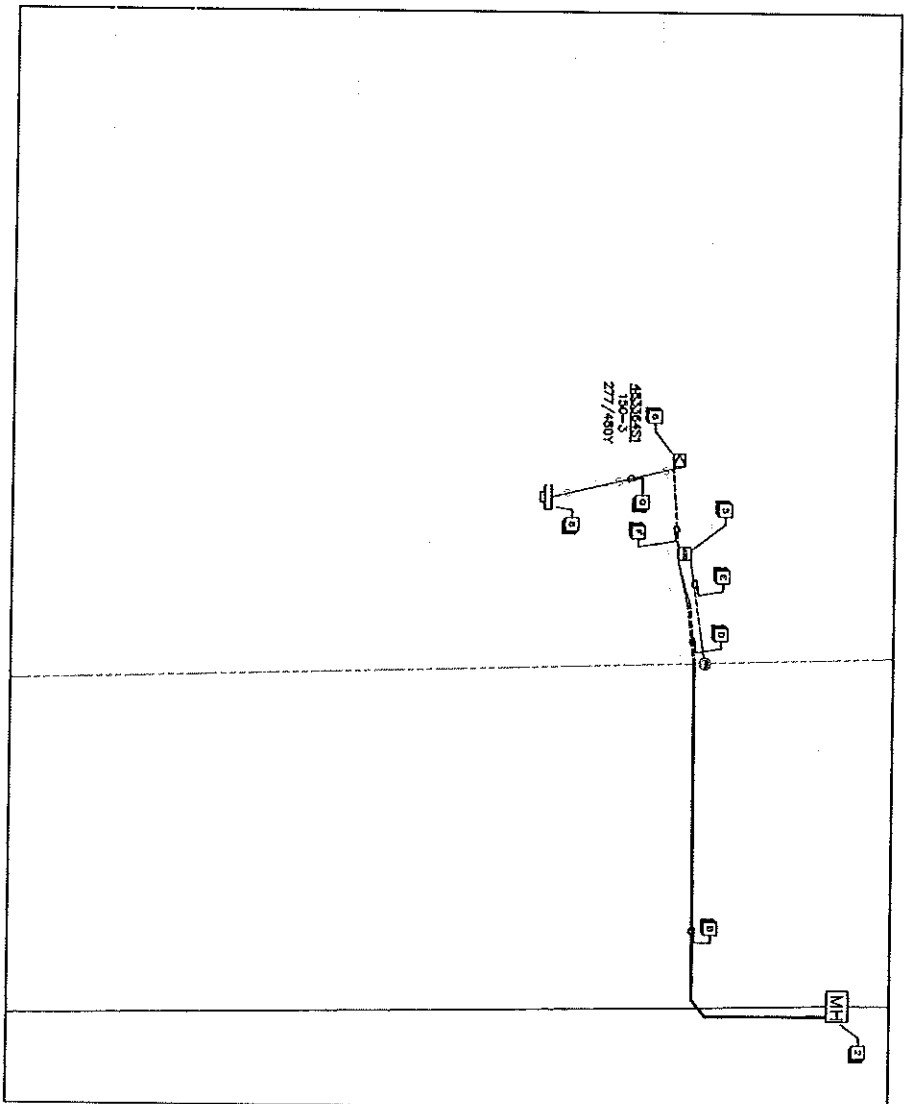
ComEd Service Entrance Location Agreement – Redacted for Security Reasons

ComEd Facilities Service Acknowledgement



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

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



NO SCALE

EXISTING CONDITIONS



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

COMED RESPONSIBILITIES:

- 1 COMED TO INSTALL A 4 BAY MANUAL SWITCHGEAR.

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

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

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

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

CUSTOMER RESPONSIBILITIES:

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

LOCATION PLAN FOR
PROPOSED EASEMENT
APPROVED BY:

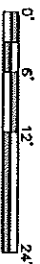
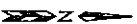
X

CUSTOMER

DATE

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

TELEPHONE 847-921-7767



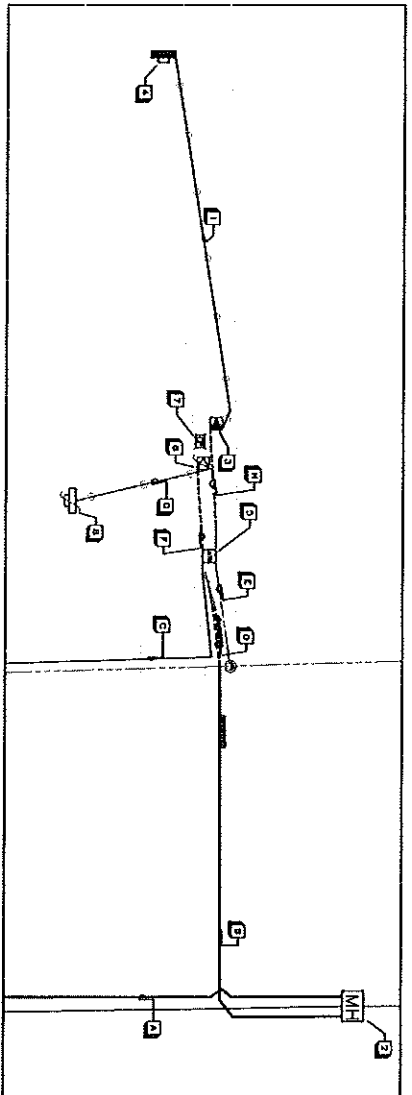
PROPOSED SCOPE



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

COMED RESPONSIBILITIES:

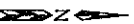
- 2 COMED TO BREAKOUT NEW CONDUIT KNOCK CUTS IN MANHOLE. REMOVE EXISTING JOINTS AND CREATE NEW JOINTS.
- 3 COMED TO INSTALL A 750KVA 277/480V RADIAL PAD MOUNTED TRANSFORMER ON CUSTOMER PAD. COMED TO TERMINATE CUSTOMER SECONDARY.
- 4 COMED TO DROP OFF CTS FOR CUSTOMER TO BOLT INSIDE CT CABINET. COMED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



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

CUSTOMER RESPONSIBILITIES:

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



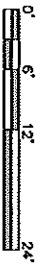
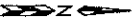
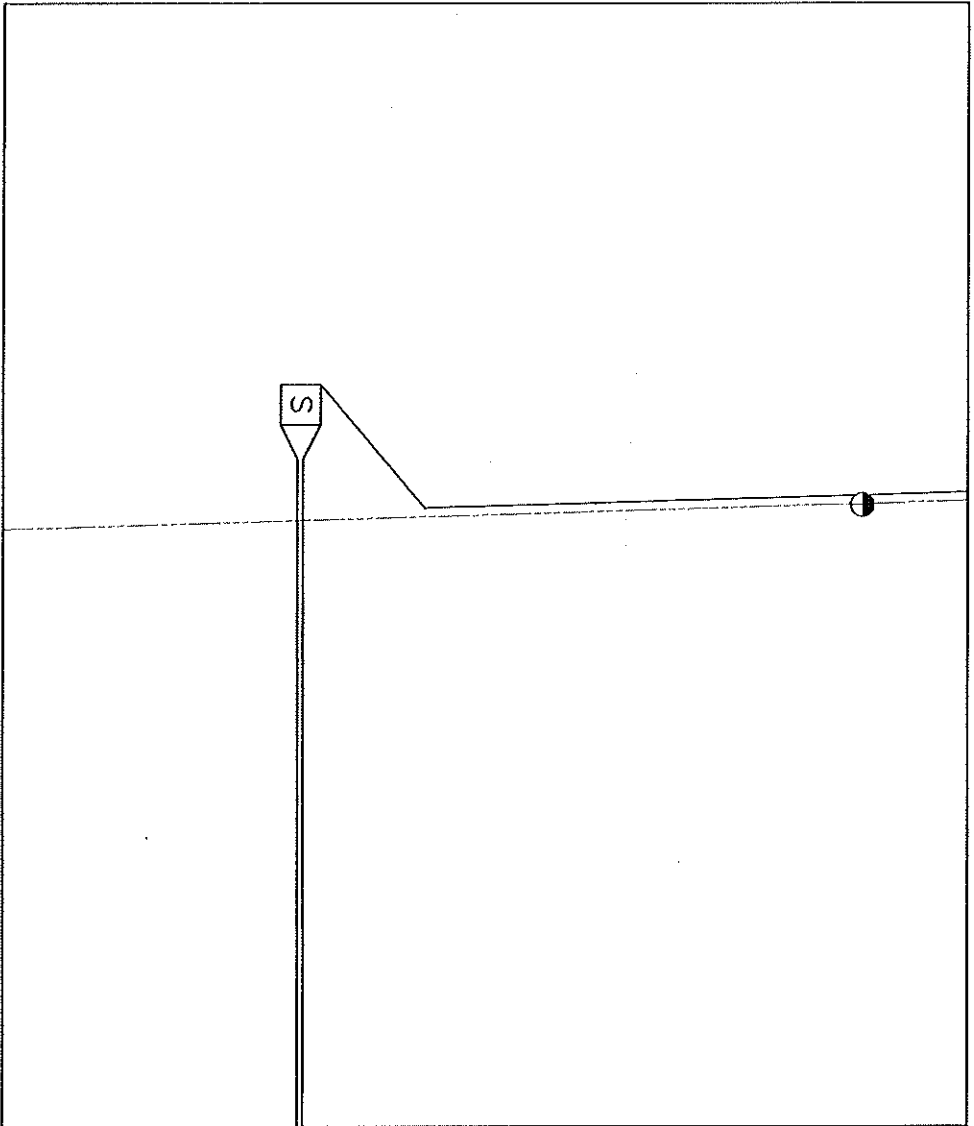
NO SCALE

PROPOSED SCOPE



comedSM

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



FINAL CONDITIONS



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

THIS INFORMATION IS FOR THE ELECTRICAL CONTRACTOR AND/OR ARCHITECT

FOR City Of Crest Hill

COMED ACCOUNT NUMBER 6630645000 FOR A PROPOSED CONNECTED

LOAD OF 85 K.W. SINGLE PHASE AND 82.6 K.W. THREE PHASE AND

91.3 H.P. PROPOSED SERVICE SIZE IS 2000 AMPS RATED 100 %

ESTIMATED TOTAL UNBALANCED LOAD OF 376 K.W.

FOR CLASS OF BUSINESS COMMERCIAL SERVICE VOLTAGE 207/120V 4-WIRE

PROPOSED SECONDARY CABLE IS 5 SETS OF 600 CU IN 4"

CONDUIT.

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

SHORT CIRCUIT CURRENT

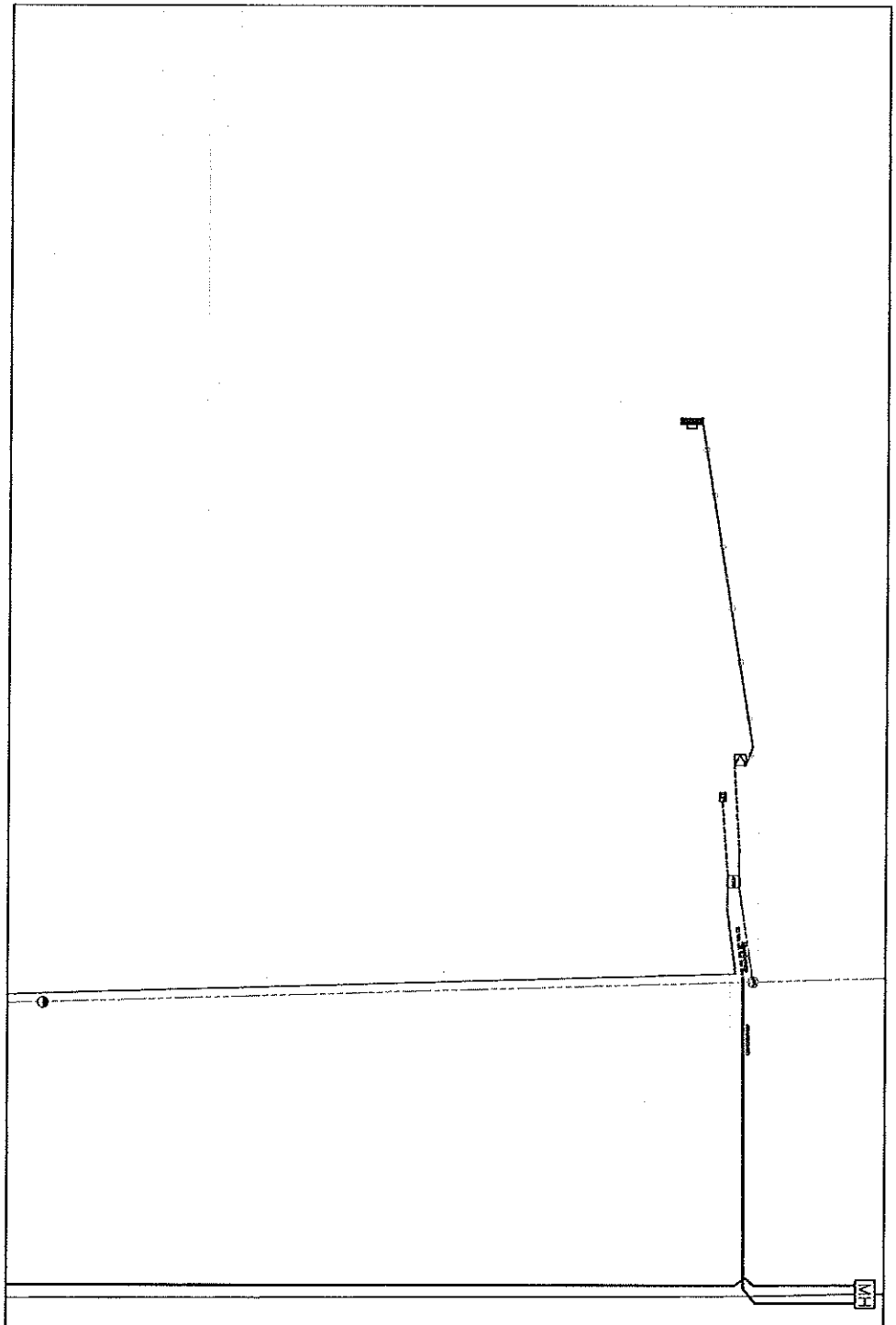
THE SHORT CIRCUIT CURRENT WHICH CAN BE DELIVERED FROM COMMONWEALTH EDISON COMPANY'S SYSTEM, CALCULATED AT THE FIRST POINT OF CONNECTION BETWEEN EDISON-OWNED FACILITIES AND THOSE OF City Of Crest Hill SUCH

POINT(S) BEING SITUATED AT 1631 Gaylord Rd

IS 24,670 AMPERES SYMMETRICAL RMS.

3 PHASE AT 480 VOLTS.

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



LOCATION PLAN FOR
ELECTRICAL FACILITIES
APPROVED BY:

CUSTOMER

DATE

X

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

TELEPHONE 847-921-7767

NO SCALE

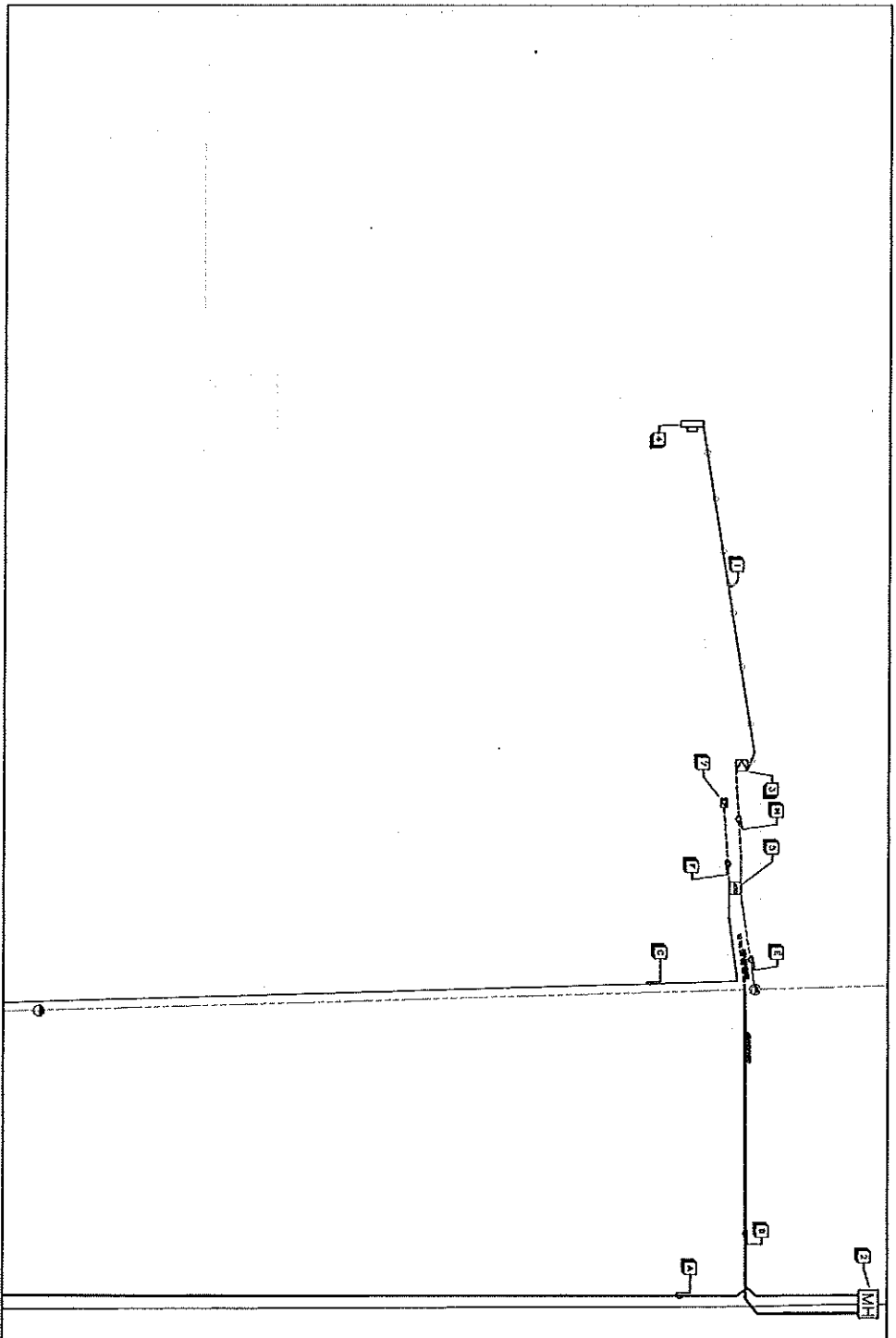
FINAL CONDITIONS



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

COMED OWNS AND MAINTAINS:

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



NO SCALE

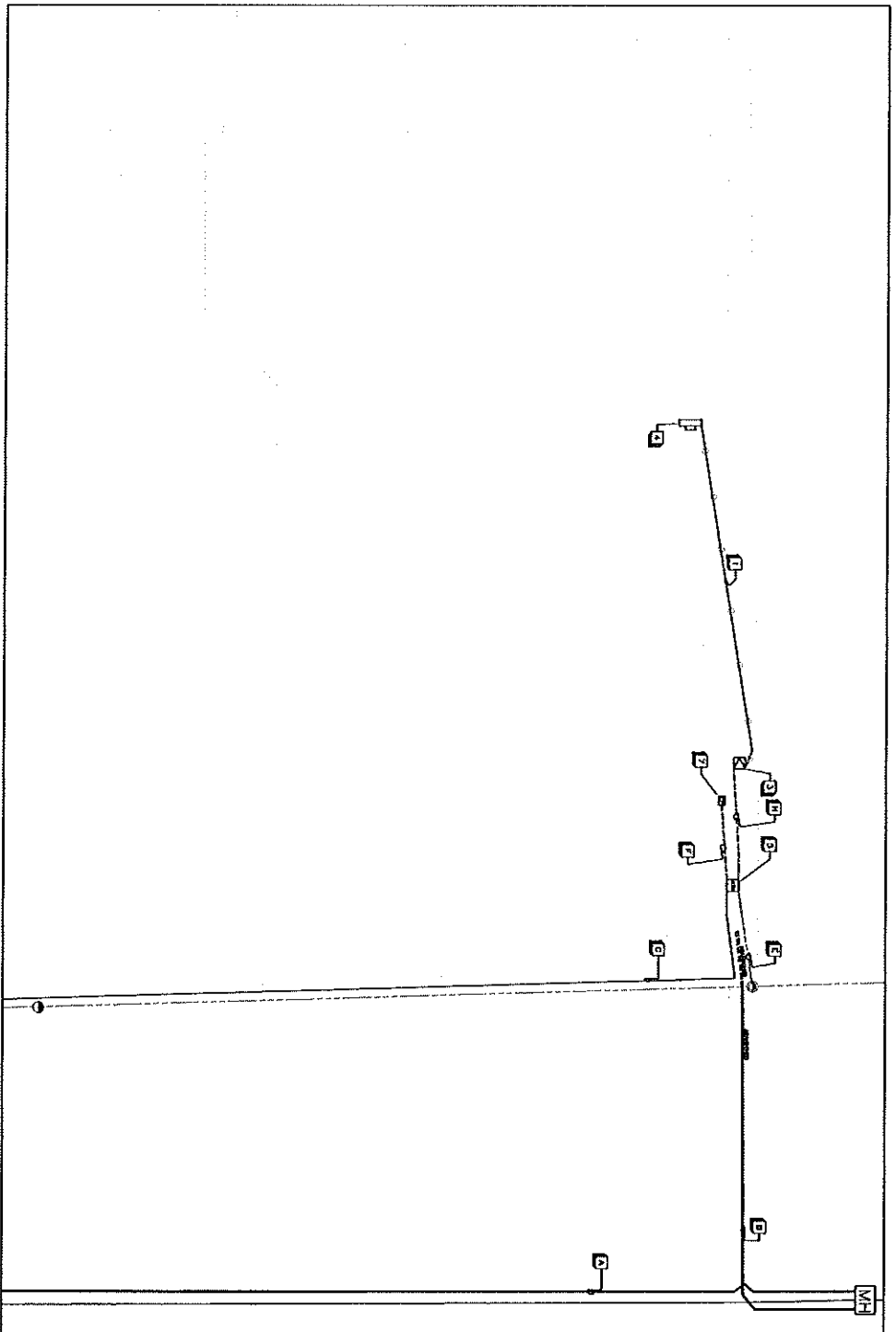
EXHIBIT A



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

CUSTOMER OWNS AND MAINTAINS:

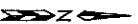
- ☐ 3 TRANSFORMER PAD FOUNDATION.
- ☐ 4 METER FITTING AND CABINET.
- ☐ 5 ATO SWITCHGEAR PAD FOUNDATION.
- ☐ 7 TRANSFORMER PAD FOUNDATION.
- ☐ H PRIMARY CONDUIT.
- ☐ F PRIMARY CONDUIT.
- ☐ I SECONDARY CONDUIT AND CABLE.



LOCATION PLAN FOR
ELECTRICAL FACILITIES
APPROVED BY:

X
CUSTOMER DATE

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



NO SCALE

EXHIBIT A PAGE 8 OF 8

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



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

Date: 09/03/2025

Dear CITY OF CRESTHILL,

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

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

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

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

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

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

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

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

Or

By Customer Service Representatives (English & Spanish)

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

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

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

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

Enclosures

Sincerely,

DEVIN GLOVER
ENGINEER DESIGN TECH
847-921-7767

ELECTRIC FACILITIES SERVICE ACKNOWLEDGEMENT

PL#: 483364

ESS: YES

SER#: SJ250469

Rev.: 00

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

1. Preamble.

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

2. Service Points.

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

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

3. Charges; Rental.

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

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

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

4. Ownership; Access; Other Company Rights.

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

5. Customer Responsibilities.

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

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

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

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

6. Removal.

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

7. Relocation.

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

8. Miscellaneous.

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

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

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

9. Safety.

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

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

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

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

10. Customer/Owner Acknowledgement.

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

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

FOR THE CUSTOMER:

Customer Name

Accepted By

Signature

Print Name

Official Capacity or Title

Property Owner's Signature

FACILITIES RENTAL SERVICE - RIDER NS

S.E.R. #: SJ250469

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

1. Required Transformer Facilities:

Transformer Number: 483364E7 @ 277/480Y

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

2. Standard Transformer Facilities:

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

3. Additional Required Facilities:

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

4. Additional Standard Facilities:

Total	\$0.00
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5. Frozen Transformer Rental:

\$0.00

6. Monthly Transformer Rental:

\$0.00

(item 1 minus item 2, minus item 5)

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

7. Monthly Switchgear Rental:

\$321.42

(item 3 - item 4)

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

8. Capacitor Facilities:

\$0.00

0 @ \$0.20

9. Total Monthly Rental:

\$321.42

(item 6 + item 7 + item 8)

All such facilities shall remain property of the Company.

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

Customer Name: CITY OF CRESTHILL

Address: 1631 GAYLORD RD, CRESTHILL

Dated: 09/03/2025

**PROPOSAL
WORKSHEET SUMMARY**

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

Change Order Request #: 043

To: Strand Associates, Inc.
Dominic Gattone, PE

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

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

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

ACCEPTANCE OF PROPOSAL (OWNER): City of Crest Hill

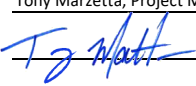
Name/Title: Julius Hansen, Interim Public Works Director
Signature: _____
Date: _____

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

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

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

ACCEPTANCE OF PROPOSAL (CONTRACTOR): VISSERING CONSTRUCTION CO

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



CONNELLY
ELECTRIC

40 S. Addison Rd.
Addison, IL 60101

CHANGE NOTICE

Item 1.

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

Client Address:

Vissering Construction

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

Work Description

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

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

Description: Generator Rental

Summary

MATERIAL

General Materials

99,647.92

Material Total

99,647.92

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

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

Subtotal

126,093.39

Final Amount

\$126,093.39



EQUIPMENT RENTAL AGREEMENT

Item 1.

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

Contract #:

Date: 8/12/2025

Lessee Purchase Order No.

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

Lessee: CONNELLY ELECTRIC

Ordered By: ADAM PUDLO

Billing Address:

Phone: 224/449-1058

City, State, Zip: ADDISON IL

Email:

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

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

Delivery Address: 1701 GAYLORD ST

Site Contact Name: ADAM PUDLO

City, State, Zip: CRESTHILL

Location Phone #: 224/449-1058

Directions/Location:

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

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

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

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

Estimated days per week running: 7

Estimated Rental Period: 1 week

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

CERTIFICATE OF INSURANCE AND FORM OF PAYMENT REQUIRED PRIOR TO DELIVERY

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

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

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

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

Lessor: Genserve Inc.

Lessee: CONNELLY ELECTRIC

Signature: Tim Morris

Signature:

Printed Name: Tim Morris

Printed Name:

Title: Rental Manager

Title:

Date: 8/12/2025

Date:

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

CONDITIONS OF LEASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

COST PROPOSAL NO.: 043 Revision 1

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

DISTRIBUTION

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

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

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

Coordinate generator conductor terminations with existing MCC as required.

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

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



SERVICE ENTRANCE LOCATION AGREEMENT

SER# SJ250469

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

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

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

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

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

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

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

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

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

Accepted By: (retail customer or applicant)

_____ Date: _____

Title: _____

Comed

By: Devin Glover
Sr Engineering Design Tech

Date: 09/03/2025

GENERAL NOTES

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

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

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



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	September 8, 2025
Submitter:	Daniel Ritter, AICP Community & Economic Development Director
Department:	Community & Economic Development
Agenda Item:	Discussion and Direction on Implementing an Adult-Use Cannabis Retailers' Occupation Tax in the City of Crest Hill

Summary:

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

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

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

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

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

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

Recommended Council Action:

Direct staff and the City Attorney to make any changes to the drafted Ordinance implementing a three percent (3%) Cannabis Retailers' Occupation Tax to go on the September 15, 2025, Regular Meeting Agenda for final consideration.

Attachments:

- Attachment A – Drafted Ordinance for 3% Cannabis Retailers' Occupation Tax
- Attachment B – IML Adult Use Cannabis Fact Sheet
- Attachment C – Ordinance 1931 – Zoning Ordinance Amendment for Cannabis Regulation

ORDINANCE NO. _____

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

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

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

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

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

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

WHEREAS, the Corporate Authorities have determined that it is in the best interest of the City and the public to amend to amend the City of Crest Hill City Code of Ordinances ("City Code") to adopt a Municipal Cannabis Tax in the matter set forth in this Ordinance.

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

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

SECTION 2: Amendment to Title 3. Title 3 of the City Code, titled “Revenue and Finance,” shall be and is hereby amended to add a new Chapter 3.22, as follows:

Chapter 3.22: MUNICIPAL CANNABIS RETAILERS’ OCCUPATION TAX

Section

3.22.010	Definition
3.22.020	Tax Imposed
3.22.030	Collection

3.22.010 DEFINITIONS.

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

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

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

3.22.020 TAX IMPOSED.

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

3.22.030 COLLECTION.

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

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

SECTION 4: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

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

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS 15TH DAY OF SEPTEMBER, 2025.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF SEPTEMBER, 2025.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Adult-Use Cannabis

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



LOCAL REGULATION OF CONSUMPTION

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

HOME GROW LIMITED TO MEDICAL PROGRAM PARTICIPANTS

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



ZONING

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

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

BUSINESS REGULATION

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

LOCAL REVENUE

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



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SMOKE FREE ILLINOIS ACT

Item 2.

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

EMPLOYER PROVISIONS

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

STATE LICENSING

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

GRANTS AND INVESTMENT

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

SOCIAL EQUITY

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

STATE REVENUE

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

DECRIMINALIZATION AND EXPUNGEMENTS

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

ORDINANCE NO. 1931**AN ORDINANCE AMENDING SECTIONS 2.0 DEFINITIONS, SECTION 8.2 SPECIAL AND PERMIT USE REGULATIONS, AND TABLE 4, INDEX OF PERMITTED AND SPECIAL USES OF THE CITY OF CREST HILL ZONING ORDINANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8.2-30 ADULT-USE CANNABIS DISPENSING ORGANIZATIONS

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

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

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

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

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

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

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

PASSED THIS 17TH DAY OF OCTOBER, 2022.

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“Exhibit A”

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

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

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

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

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

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

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

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

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

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

Exhibit B Findings of Fact

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

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

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

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

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

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

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

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

5. The need for the zoning text amendment.

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

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

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

Exhibit C


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

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

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


Christine Vershay-Hall, City Clerk

APPROVED THIS 17TH DAY OF OCTOBER, 2022.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date:	September 8, 2025
Submitter:	Blaine Wing, City Administrator
Department:	Administration
Agenda Item:	Public Comment Policy Discussion

Summary: Staff from Administration have been working with the City Attorney and attached is our recommendation as well as the City's current policy (although we could not determine when the City's current policy was adopted). This is being reviewed, in anticipation of the City Council having an updated agenda format that includes two (2) public comment sections and one (1) consent portion.

It should also be noted that the City Attorney reviewed this topic with City Council in 2022 and 2024. I did review that information with the City Attorney, and it was helpful in drafting the recommended new policy, which does keep half of the existing policy components.

Recommended Council Action: Discussion only

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: Staff time.

Attachments: Current Public Comment Policy

Recommended Public Comment Policy

City of Crest Hill

Recommended Updated Public Comment Policy

- A. **Authority:** Pursuant to Section 2.06(g) of the Open Meetings Act, 5 ILCS 120/2.06(g), any person shall be permitted an opportunity to address public officials under the rules established in this section. The opportunity to speak to the Mayor and City Council is provided for those who want to pose a question or make a comment on an agenda item or a Crest Hill issue that will stimulate discussion and make City Council deliberations more productive and meaningful. The Mayor and City Council appreciate hearing from citizens and strive to make the best decisions for the City. Therefore, public comments are very helpful.
- B. **Purpose of Public Comments Rules:** The reasonable time, place, and manner regulations established in this section serve the City's significant government interest in holding civil, orderly, and productive meetings; conserving time and ensuring that members of the public have a fair opportunity to speak. Respect for the duties of the Mayor and City Council and for the democratic process will be adhered to and followed. Speakers must refrain from harassing or directing threats or personal attacks at Council members, staff, other speakers or members of the public. Comments made to intentionally disrupt the meeting may be managed as necessary to maintain appropriate decorum and allow for City business to be accomplished.
- C. **Public Comment General Rules of Order:**
1. Any person who desires to speak or comment on any agenda item shall be allowed to do so during the initial public comment period. Additionally, any person who desires to speak on any matter of public concern shall be allowed to do so during the second public comment period. No person shall be prevented from speaking on the basis of any prior speech.
 2. At least 5 minutes prior to the start of the meeting, anyone desiring to make public comments must write their name and city/town on the public comment sign-in sheet and identify the agenda item or topic on which they would like to offer public comment. Additional contact information may be provided, but it is not required. Speakers will be called to speak in the order they appear on the public comment sign-in sheet.
 3. Each person who wishes to speak will be allotted up to three (3) minutes to make their public comment.
 4. Each person must make comments only from the podium.
 5. Each person offering public comment shall first be acknowledged by the Mayor, as the presiding officer of the meeting, and shall then begin their comments by stating their name.
 6. The total time for public comment shall not exceed sixty (60) minutes at any meeting unless additional time is authorized by the Mayor as the presiding officer of the meeting.