



Regular City Council Meeting

Crest Hill, IL

March 06, 2023

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

1. Conduct A Public Hearing With Respect To Designating A Redevelopment Project Area, Approving The Redevelopment Plan And Project, The Adoption Of Tax Increment Allocation Financing And All Other Matters Required By The TIF Act For The Proposed Weber/Division TIF District

Minutes:

2. Approve the Minutes from the Regular Meeting Held on February 21, 2023.
3. Approve the Minutes from the Work Session Held on February 27, 2023.

City Attorney:

City Administrator:

4. Approve a Contract with Seeco Consultants Inc. to Conduct Inspection and Testing Services at the City Center Building in the Amount of \$9,660.00
5. Approve a Proposal with Kirwan Mechanical Service to Perform Inspection and Testing Services on the Mechanical System at the City Center Building in the Amount of \$10,160.00

Public Works Department:

6. Approve a Resolution Approving a First Amendment to the Preliminary Agreement Regarding Formation of a Regional Water Commission

City Engineer:

7. Approve a Professional Service Proposal with ComEd Service Drop with Christopher Burke for City Welcome Signage not to Exceed Amount of \$3,700.00

- [8.](#) Execute a Professional Service Agreement with Christopher B. Burke Engineering, Ltd. to Perform Design Engineering Services for the Prairie Ave. from Raynor Ave. to Theodore St. Roadway Rehabilitation Project not to Exceed Amount of \$18,865.00
- [9.](#) Execute a Professional Service Agreement with Christopher B. Burke Engineering, Ltd. to Perform Design Engineering Services for the Theodore and Borio Dr. Roadway Rehabilitation Project not to Exceed Amount of \$24,650.00

Community Development:

- [10.](#) Approve an Ordinance for a Variation to the Crest Hill Zoning Ordinance with respect to Certain Real Property (Application of Robert Bannon 2441 Durness Court)
- [11.](#) Approve an Ordinance for a Variation to the City of Crest Hill Sign Code with Respect to Certain Real Property (Application of Browns Chicken 16111 Weber Road)
- [12.](#) Approve a Resolution Adopting the 2023 Zoning Map for the City of Crest Hill, Will County, Illinois

Police Department:

- [13.](#) Approve the Purchase of a Computer and Two Monitors for the Security Room in the Amount of \$2,649.97

Mayor's Report:

City Clerk's Report:

City Treasurer's Report:

- [14.](#) Approval of the List of Bills through March 7, 2023 in the amount of \$675,783.05
15. Regular and Overtime Payroll from February 13, 2023 to February 26, 2023 in the Amount of \$239,633.46

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

Adjourn:

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



Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Jim Marino, City Administrator
Department:	Administration
Agenda Item:	Conduct A Public Hearing With Respect To Designating A Redevelopment Project Area, Approving The Redevelopment Plan And Project, The Adoption Of Tax Increment Allocation Financing And All Other Matters Required By The TIF Act For The Proposed Weber/Division TIF District.

Summary: Last year we engaged Kane McKenna and Associates (now Ryan LLC) to perform a TIF district eligibility study and to assist with the process for establishing a TIF district at the northwest corner of Weber Road and Division Street.

State law requires that certain actions be taken to create a TIF district. The first action taken was to convene a meeting of the Joint Review Board, which was done. The next action is to hold a public hearing as we are doing at tonight's city council meeting. The third action is for the city council to approve ordinances to formally create the Weber Road/Division Street TIF district. This approval is scheduled to take place on March 20.

Eligibility studies are required by state law to establish a TIF district. KMA determined that this property meets the criteria to be designated as a TIF district. Creating a TIF district will provide a funding mechanism for improvements such as design and installation of public improvements; construction, repair and upgrade of public streets, utility and stormwater management infrastructure; development of commercial and residential properties and other improvements intended to encourage redevelopment and investment and to enhance property values in the area through new construction.

The purpose of the public hearing is for the city council to hear comments from the public. The format of the hearing is as follows:

- Open Public Hearing
- Summary Comments
- Presentation of Eligibility Study Findings, TIF Act Requirements and Process
- Written Public Comments
- Oral Public Comments
- Close Public Hearing

In attendance is Nina Coppola from Kane McKenna (Ryan), our TIF attorney David Silverman, and our consulting engineer Dana West.

Recommended Council Action: No action required.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Public hearing notice, PowerPoint presentation, TIF redevelopment plan

City of Crest Hill
Weber Road/Division Street Tax Increment
Financing District



Public Hearing
March 6, 2023

City of Crest Hill Weber Road/Division Street Tax Increment Financing District

Agenda:

- I. TIF Redevelopment Project and Plan
- II. City Strategic and Fiscal Planning
- III. TIF District Qualifying Factors
- IV. Key Elements of the TIF Plan

City of Crest Hill

Weber Road/Division Street Tax Increment Financing District

I. TIF Redevelopment Plan and Project





I. Redevelopment Project and Plan

Background:

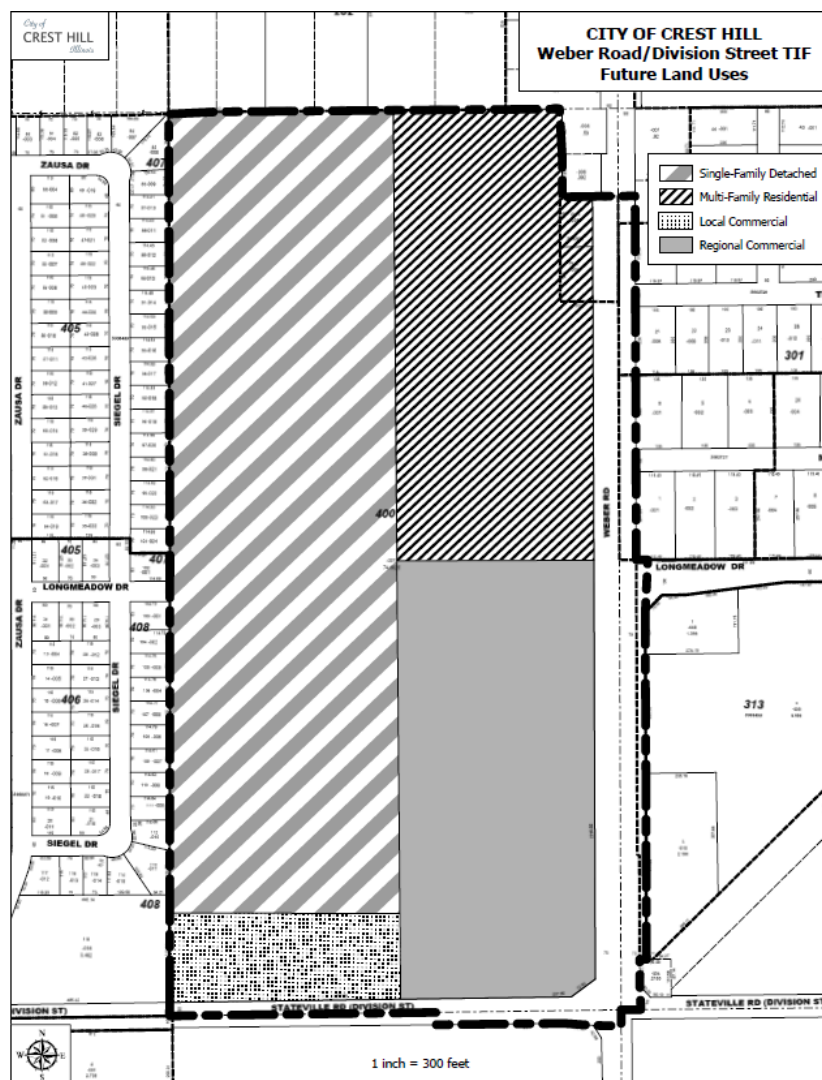
- The City's 2014 Comprehensive Plan ("the Plan") identifies Weber Road/Division Street as an area to be targeted for "regional/community commercial" development.
- The Plan states "Weber Road represents the City's greatest opportunity for large-scale regional retail and commerce."
- The Plan states "New development, especially along Weber Road, has the potential to transform the local and regional identity of Crest Hill."
- Based on the above, the City has proposed the Weber Road/Division Street TIF District.

I. Redevelopment Project and Plan

Project and Plan Objectives:

- Encourage development of underutilized sites.
- Reduce or eliminate impediments to private development within the area.
- Coordinate redevelopment activities within the proposed TIF District in order to provide a positive market signal to private investors.
- Further the goals and objectives of the City's comprehensive planning efforts.

I. Redevelopment Project and Plan



The proposed TIF is located at the northwest corner of Weber Road and Division Street and consists of three (3) vacant tax parcels comprising almost 75 acres.

I. Redevelopment Project and Plan

TIF Act Compliance:

The proposed TIF plan complies with the legal provisions of the TIF Act, including, but not limited to:

- The TIF plan **conforms to the City's Comprehensive Plan**
- The proposed TIF District consists of **contiguous parcels and exceeds 1 1/2 acres**
- The proposed TIF District meets the statutory requirements as a “**blighted vacant area**” related to “**chronic flooding**”
- **The “but for” requirement is met** – redevelopment is feasible only with the utilization of tax increment financing

City of Crest Hill

Weber Road/Division Street Tax Increment Financing District

II. City Strategic and Fiscal Planning



II. City Strategic and Fiscal Planning

City Planning and Objectives:

The City has established certain economic development objectives in its comprehensive planning process, including:

- Provide access to allow the convenient travel between adjacent commercial developments that front along Weber Road.
- Provide residential streets in new development areas near Weber Road and Division Street that will provide access to arterials and connect to existing subdivisions.
- Coordinate infrastructure planning to ensure appropriate capacity and access for water and sewer service.
- Address the lack of stormwater infrastructure in specific portions of the community and improve the efficiency and performance of the overall stormwater system.



II. City Strategic and Fiscal Planning

City Strategies:

The TIF designation would allow the City to pursue the following strategies within the RPA:

- Facilitate the preparation of vacant sites
- Coordinate site preparation to provide land for new development
- Foster the installation, replacement, repair, and/or improvement of infrastructure



II. City Strategic and Fiscal Planning

TIF Designation:

- Pursuant to its 2014 Comprehensive Plan, the City is proposing the redevelopment of a *potentially strategically important* economic area for the City.
- The TIF designation is needed to address constraints to development associated with a *history of chronic flooding*.
- The TIF designation is key to:
 - developing existing underutilized properties within the proposed TIF District
 - long-term financial stability for the proposed TIF District and all taxing bodies
 - achieving the economic development goals for this planning Sub-Area pursuant to the Comprehensive Plan

City of Crest Hill

Weber Road/Division Street Tax Increment Financing District

III. TIF District Qualifying Factors



III. TIF District Qualifying Factors

The proposed TIF District is found to qualify under the TIF Act, as follows:

- The proposed TIF District meets the criteria for designation as a “*vacant blighted area*”
- The proposed TIF district qualifies under the “***stand-alone vacant factor***” of ***chronic flooding***, as found by the City’s consulting engineering firm, Robinson Engineering.

III. TIF District Qualifying Factors

Chronic Flooding: The Act states that an area is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed . . .

- According to Robinson Engineering, the proposed TIF District “*meets the criterion for chronic flooding*” as follows:
 - Factors of chronic flooding on the property are well documented by various government entities and other well recognized professional sources and are distributed throughout the entire property.
 - In an undeveloped state, property with chronic flooding often requires additional measures to improve drainage.
 - In developing a site with chronic flooding, additional infrastructure, engineering and permitting are required compared to a site without chronic flooding.
 - As a result of chronic flooding, some areas of the site may be rendered undevelopable or require soil modifications in order to be buildable.

City of Crest Hill
Weber Road/Division Street Tax Increment Financing
District

IV. Key Elements of the TIF Plan



TIF Plan Summary



- **Proposed Land Uses:** Commercial, retail, residential, mixed-use
- **Proposed TIF Budget:** \$27,750,000 (in 2022 dollars). Budget sized to accommodate potential development requirements. The TIF Budget is a maximum amount which does not obligate the City to expend such amounts.
- **Base EAV:** \$72,871 (2021 EAV)
- **Projected EAV:** Upon completion of redevelopment activities, estimated at \$40,000,000 to \$55,000,000 (this is predicated on a number of assumptions, including an assumed absorption schedule, assumed market factors, and assumed redevelopment costs).

Proposed TIF Plan Budget Items



Program Actions/Improvements	Estimated Costs
Land Acquisition and Assembly and Relocation	\$ 3,500,000
Demolition, Site Preparation, Environmental Cleanup and Related Costs	\$ 5,000,000
Infrastructure Improvements	\$15,000,000
Rehabilitation of Existing Structures	\$ 1,000,000
Interest Costs Pursuant to the Act	\$ 1,500,000
Professional Service Costs (Including Planning, Legal, Engineering, Administrative, Annual Reporting, and Marketing)	\$ 1,000,000
Job Training	\$ 250,000
Statutory Tuition, Library Costs, and Taxing District Capital Costs as Provided by the Act	\$ 500,000
TOTAL ESTIMATED TIF BUDGET	\$27,750,000

Proposed TIF Plan Budget Items



- TIF Statutory Budget Guidelines:
 - Overall budget cannot be exceeded
 - Budget covers 23 years (the life of the TIF / *not* an annual budget)
 - Line-items within budget are flexible (e.g., if public facilities costs exceeded \$8 million, more than City has authority to reallocate additional funds from other TIF budget line-items)
 - Budget expenditures are subject to City approvals and/or review of redevelopment proposals in order to demonstrate payment of TIF expenditures

Prior Steps



- Interested Parties Registry established **December 5, 2022**.
- TIF Plan placed on file with Village Clerk and posted on Village website on **December 23, 2022**.
- Notice of Public Hearing mailed to all residential addresses located within 750' outside of the TIF boundaries on **January 11, 2023**
- Joint Review Board (affected taxing districts) met on **January 19, 2023** and approved TIF Plan as compliant with the TIF Act on **February 7, 2023**
- Notice of this public hearing published twice in local newspaper on **February 15 and 17, 2023**
- Notice of this Public Hearing mailed to taxpayers within the proposed TIF District on **February 15, 2023**



Next Steps

- Public Hearing – March 6, 2023 (*tonight*)
- City elected officials review public input
- TIF designation ordinances may be introduced to City Council 14 to 90 days after the Public Hearing
- If the TIF ordinances are approved by the City Council, they are then filed with the County Clerk
- City Council to approve all zoning entitlements and specific TIF financial incentives associated with any development within the TIF (*separate from the TIF adoption process*) prior to any development within the TIF.



**CITY OF CREST HILL, ILLINOIS
TIF REDEVELOPMENT PLAN
WEBER ROAD/DIVISION STREET TIF DISTRICT**

“Redevelopment plan” means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualified the redevelopment project area as a blighted-vacant area, to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-3, et. seq., as amended.

Prepared by the City of Crest Hill, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

December 2022

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I. INTRODUCTION

The City of Crest Hill (the “City”) is a suburban municipality serving a population of 20,459 citizens (according to the 2020 U.S. Census). Crest Hill is located approximately 33 miles southwest of Chicago’s Loop. Much of the older part of the community developed in the late 1940’s and early 1950’s as the Joliet area grew as one of Chicago’s edge cities. In this report, the City proposes a Tax Increment Financing Redevelopment Plan (the “Plan” or “Redevelopment Plan”) to enable a certain area within the City to overcome a number of redevelopment barriers.

Kane, McKenna and Associates (“KMA”) has been retained by the City to assist in the drafting of the Redevelopment Plan.

TIF Plan Requirements. The City is preparing this Plan as required by the Tax Increment Allocation Redevelopment Act, (the “Act”) 65 ILCS 5/11-74.4-3, et. seq., as amended. To establish a TIF district (also known as a Redevelopment Project Area (“RPA”)), Illinois municipalities must adopt several documents, including a TIF Redevelopment Plan, TIF Eligibility Report and Housing Impact Study (if applicable).

The Act enables Illinois municipalities to establish TIF districts, either to eliminate the presence of blight or to prevent its onset. The Act finds that municipal TIF authority serves a public interest in order to: “promote and protect the health, safety, morals, and welfare of the public, that blighted conditions need to be eradicated and conservation measures instituted, and that redevelopment of such areas be undertaken; that to remove and alleviate adverse conditions it is necessary to encourage private investment and restore and enhance the tax base of the taxing districts in such areas by the development or redevelopment of project areas” (65 ILCS 5/11-74.4-2(b)).

By definition, a TIF “Redevelopment Plan” means the comprehensive program of the municipality for development or redevelopment intended by the payment of redevelopment project costs to reduce or eliminate those conditions the existence of which qualify the redevelopment project area as a “blighted area,” “conservation area” (or combination thereof), or “industrial park conservation area,” and thereby to enhance the tax bases of the taxing districts which extend into the redevelopment project area as set forth in the Tax Increment Allocation Redevelopment Act.

The area discussed in this Plan (the “Redevelopment Area” or “RPA”) is located at the northwest corner of Weber Road and Division Street in the City of Crest Hill and consists of three (3) vacant tax parcels comprising approximately almost 75 acres. KMA has determined that the RPA can be classified as “Blighted-Vacant Area” under the TIF Act pursuant to the TIF Qualification Report attached hereto. The RPA is legally described in Exhibit 1 and a boundary map of the RPA can be found in Exhibit 2.

Community Background. Crest Hill is situated between the municipalities of Plainfield to the west, and Lockport to the east. Joliet is on the south border, and Romeoville is to the north.

Crest Hill was incorporated in 1960. Over the years, the City continued to expand its boundaries, annexing north and west to include the Stateville Correctional Facility, portions of the Will County Forest Preserve, and other developing areas. Contemporary development has primarily included residential subdivisions and industrial growth along the Weber Road corridor. The City is now poised to complement this past development with a balanced approach that addresses both continued commercial development along Weber Road and the revitalization of important business and residential areas in the traditional portion of the City.

The Proposed TIF District. The proposed TIF District consists of approximately three (3) vacant tax parcels and is located at the northwest corner of Weber Road and Division Street in the City of Crest Hill. The redevelopment of the proposed RPA would further the City's overarching land use objectives, which are contained in its Crest Hill 2014 Comprehensive Plan ("the Plan"), zoning ordinance, and other land use planning elements.

The Plan identifies the area that encompasses the RPA as the "Weber Road Subarea" planning area. According to the Comprehensive Plan, "...Although much of the corridor subarea is currently developed at its north and south ends, the majority of the land in the central areas of the community along Weber Road remain undeveloped. These large tracks of undeveloped land represent the City's best opportunity for economic development by accommodating large-scale contemporary development along the City's busiest street." In addition, the Plan also identifies Weber Road as a key area for future development that could enhance the commercial vitality of the community and broaden the tax base. Also, according to the Plan, the City should "...address the lack of stormwater infrastructure in specific portions of the community and improve the efficiency and performance of the overall stormwater system..." and "...Amend subdivision regulations to permit cluster development that allows the overall development density to be concentrated in certain areas in order to preserve valuable natural assets and minimize the impact of stormwater runoff and flooding."

The proposed TIF District suffers from a chronic flooding impediment as defined in the TIF Act as demonstrated in the *TIF Qualification Report* (see Appendix 5). This factor limits opportunities for private reinvestment within and around the proposed RPA limiting employment and contributing to a lack of sustained investment in the area.

Rationale for Redevelopment Plan. The City recognizes the need for a strategy to promote development within the boundaries of the RPA. The needed private investment would only be possible if a TIF district is adopted pursuant to the terms of the Act. Incremental property tax revenue generated by the development will play a decisive role in encouraging private development. Site conditions and economic conditions that have discouraged intensive private investment in the past, will be eliminated. Ultimately, the implementation of the Plan will benefit both the City and surrounding taxing districts, by virtue of the expected expansion of the tax base.

The City has determined that the area as a whole would not be developed in a coordinated manner without the adoption of the TIF Redevelopment Plan. The adoption of this Plan makes possible the implementation of a comprehensive program for the economic redevelopment of the area. By means of public investment and land assembly, the RPA will become a more viable area that will attract private investment. The public investment and land assembly will lay the foundation for the redevelopment of the area with private capital. This in turn will set the stage for future retail, commercial and retail/residential/mixed use opportunities surrounding the area. Accordingly, the City, with the assistance of KMA, has prepared this Plan to use tax increment financing in order to address local needs and to meet the City's redevelopment goals and objectives.

The designation of the area as an RPA will allow the City to pursue the following beneficial strategies:

- Undertake site preparation and infrastructure development that supports the redevelopment plan for the RPA;
- Enter into redevelopment agreements in order to redevelop existing property and/or to induce new development to locate within the RPA;
- Establish a pattern of land-use activities that will increase efficiency and economic inter-relationships, especially as such uses complement adjacent current and/or future commercial opportunities and City redevelopment projects within the RPA and/or surrounding area; and
- Enhance area appearance through improvements to landscape, streetscape and signage in alignment to the urban design guidelines in the 2014 City of Crest Hill Comprehensive Plan.

Through this Plan, the City will direct the coordination and assembly of the assets and investments of the private sector and establish a unified, cooperative public-private redevelopment effort. Several benefits are expected to accrue to the area including establishment of new businesses, new employment opportunities, and physical and aesthetic improvements. Ultimately, the implementation of the Plan will benefit the City, taxing districts serving the RPA, residents and property owners within the RPA, and existing and new businesses.

City Findings. The City, through legislative actions as required by the Act, finds:

- That the RPA as a whole has not been subject to growth and development through investment by private enterprise;
- To alleviate the adverse conditions, it is necessary to encourage private investment and enhance the tax base of the taxing districts in such areas by the development or redevelopment of certain areas;

- That public/private partnerships are determined to be necessary in order to achieve development goals;
- That without the development focus and resources provided for under the Act and as set forth in this Plan, growth and redevelopment would not reasonably be expected to be achieved;
- That the use of incremental tax revenues derived from the tax rates of various taxing districts in the RPA for the payment of redevelopment project costs is of benefit to the taxing districts, because the taxing districts would not derive the benefits of an increased assessment base without addressing the coordination of redevelopment; and
- That the TIF Redevelopment Plan conforms to the City of Crest Hill 2014 Comprehensive Plan as detailed in Section III of this report.

It is further found, and certified by the City, in connection to the process required for the adoption of this Plan pursuant to the Act, that the projected redevelopment of the RPA would not result in the displacement of ten (10) inhabited residential units or more. Additionally, the RPA does not contain any inhabited residential units. Therefore, this Plan does not include a Housing Impact Study.

The redevelopment activities that will take place within the RPA will produce benefits that are reasonably distributed throughout the RPA. Redevelopment of the RPA area is tenable only if a portion of the improvements and other costs are funded by TIF.

Pursuant to the Act, the RPA includes only those contiguous parcels of real property and improvements thereon substantially benefited by the redevelopment project. Also pursuant to the Act, the area in the aggregate is more than 1½ acres. A boundary map of the RPA can be found in Appendix 2 of this Plan.

II. RPA LEGAL DESCRIPTION

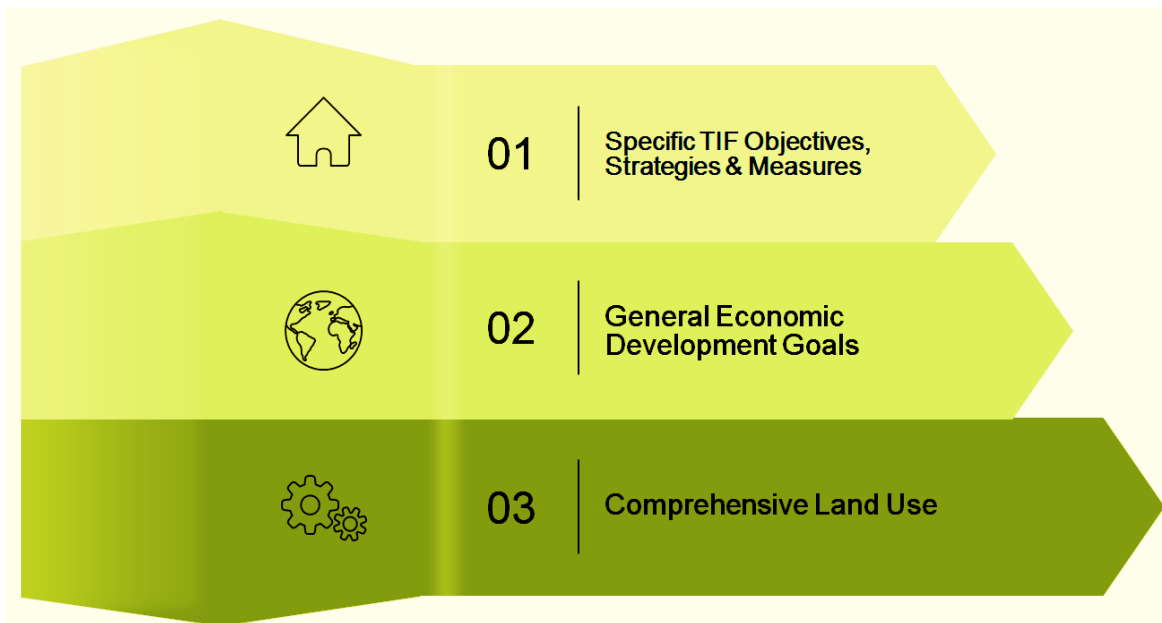
The Redevelopment Project Area legal description is attached in Appendix 1.

III. RPA GOALS AND OBJECTIVES

The City has established a number of economic development goals, objectives, and strategies which would determine the kinds of activities to be undertaken within the proposed RPA. These efforts would conform to and promote the achievement of land use objectives in the 2014 Comprehensive Plan.

Exhibit 1

Relationship of Land Use and Economic Development Plans



As illustrated above, an important underlying planning document is the City's 2014 Comprehensive Plan which, as an element of the planning process, describes the overall vision for the City and is the foundation for City initiatives such as the proposed Weber Road/Division Street TIF District. This overarching planning document influences all other City planning processes such as the TIF planning process.

General Economic Development Goals of the City. According to the Plan, the property west of Weber Road and north of Division Street can easily be served by natural extensions of City's water and sewer lines and has significant development potential for commercial and residential uses that could greatly enhance the City's tax base. The Plan identifies Weber Road/Division Street as one of the areas within the City to be targeted for "regional/community commercial" development as part of the Weber Road Sub-Area Plan contained in the Plan. According to the Comprehensive Plan, the Weber Road/Division Street area offers the "best opportunity for economic development by accommodating large-scale contemporary development along the City's busiest street." The Comprehensive Plan specifically targets the northwest corner of Weber Road and Division Street

as an area that would provide the City with significant economic development opportunities to attract new businesses to the community.

The Comprehensive Plan also notes, however, that this area is in need of easing traffic on Division Street that impacts nearby residential areas including widening Division Street and Weber Road to accommodate increased traffic as commercial development occurs along the corridor. The Comprehensive Plan also advises that “As Crest Hill experiences new development, impacts on municipal stormwater infrastructure should be minimized.”

Establishment of the proposed Weber Road/Division Street RPA supports the following City-wide objectives stated in the City’s 2014 Comprehensive Plan that would directly determine future economic development activities and influence the parameters of future redevelopment projects.

Exhibit 2

City of Comprehensive Plan (2014)

Elements Applicable to Weber Road/Division Street RPA

<i>Goal</i>	<i>Objective</i>
Land Use and Development— Weber Road Subarea Commercial Corridor	<ul style="list-style-type: none"> ▪ Host local and regional commercial uses that provide services to residents, expand the City’s tax base, and establish an attractive character for the community ▪ Support residential or industrial uses that support commercial uses ▪ Take advantage of access to Weber Road, Division Street, and the rail corridor at the south end of the site. ▪ Include a roadway grid that connects Industrial Drive and Advantage Way to each other and Weber Road. ▪ Incorporate bike trails and other recreational amenities to provide a unique and attractive for business. ▪ Coordinated infrastructure planning to ensure appropriate capacity and access for water and sewer service.
Transportation – Major Road Improvements	<ul style="list-style-type: none"> ▪ Provide residential streets in new development areas near Weber Road and Division Street that will provide access to arterials and connect to existing subdivisions. ▪ Provide access to allow the convenient travel between adjacent commercial developments that front along Weber Road. ▪ Minimize the need for traffic to enter and exit Weber Road in order to travel to an adjacent commercial development.

Public Works Enhancements

- Require stormwater detention on developments more than one acre in size and prescribe site construction requirements for development within a floodplain.
- Address the lack of stormwater infrastructure in specific portions of the community and improve the efficiency and performance of the overall stormwater system.
- Utilize stormwater best management practices (BMPs) and Low Impact Development (LID). New developments should be encouraged to implement LID and BMP techniques.

Corridor Gateway Improvements

- Provide a monument sign made of attractive materials that complement building design at each primary point of entry from Weber Road.
- Provide streetscape improvements that include parkway landscaping, landscaped medians, decorative lighting, way-finding, public art, pedestrian amenities, and street furniture.
- Installed signage along Weber Road at primary intersections (Renwick Road, Division Street, and Caton Farm Road) and along local circulators to guide travelers to specific destinations

Source: *City of Crest Hill 2014 Comprehensive Plan*

TIF designation would allow the City to pursue the following objectives within the RPA:

- Coordinate redevelopment activities within the RPA in order to provide a positive marketplace signal to private investors;
- Accomplish redevelopment over a reasonable time period;
- Create an attractive overall appearance for the area; and
- Further the goals and objectives of the Comprehensive Plan.

Ultimately, the implementation of the Redevelopment Project would contribute to the economic development of the area and provide new employment opportunities for City residents. The RPA-specific objectives would be fulfilled by the execution of certain strategies, including but not limited to the following:

- Facilitate the preparation of improved and vacant sites, by assisting private developers to assemble suitable sites for modern development needs.
- Coordinate site preparation to provide additional land for new development, as appropriate.
- Foster the installation, replacement, repair, and/or improvement of infrastructure, including (as needed) sidewalks, streets and roads, curbs, gutters and underground storm, water and sanitary systems to facilitate the construction of new development within the RPA.
- Facilitate the provision of adequate on- and off-street parking within the RPA

IV. EVIDENCE OF THE LACK OF DEVELOPMENT AND GROWTH; FISCAL IMPACT ON TAXING DISTRICTS

Evidence of the Lack of Development and Growth within the RPA. As documented in Appendix 5 of this Plan, the RPA has suffered from a lack of development and would qualify as a “vacant blighted area” as such terms is defined in the TIF Act, under the respective statutory qualifying factors applicable to each qualifying-type of area. In recent years, the area has not benefited from sustained private investment and/or development. Absent intervention by the City, the properties within the RPA would not be likely to be redeveloped.

The proposed RPA exhibits conditions which, if not addressed by the City, would eventually result in blight or contribute to blighted conditions. The “blighted vacant area” condition of chronic flooding is present in the area. As noted in the Comprehensive Plan, this condition represents challenges to private sector investment in business enterprises.

Assessment of Fiscal Impact on Affected Taxing Districts. It is not anticipated that the implementation of this Plan will have a negative financial impact on the affected taxing districts. Instead, action taken by the City to stabilize and cause growth of its tax base through the implementation of this Plan will have a *positive impact* on the affected taxing districts by arresting the potential decline or lag in property values, as measured by assessed valuations (AV). In short, the establishment of a TIF district would protect other taxing districts from the potential downside risk of falling AV.

Any surplus Special Tax Allocation Funds (to the extent any surplus exists) will be shared in proportion to the various tax rates imposed by the taxing districts, including the City. Any such sharing would be undertaken after all TIF-eligible costs – either expended or incurred as an obligation by the City – have been duly accounted for through administration of the Special Tax Allocation Fund to be established by the City as provided by the Act.

An exception to the tax-sharing provision relates to the City’s utilization of TIF funding to mitigate the impact of any residential redevelopment upon school and library districts. In such cases the City will provide funds to offset the costs incurred by the eligible school and the library districts in the manner prescribed by 65 ILCS Section 5/11-74.4.3(q)(7.5) of the Act. (Refer to Section VI of this Report, which describes allowable TIF project costs.)

V. TIF QUALIFICATION FACTORS PRESENT IN THE RPA

Findings. The RPA was studied to determine its qualification under the Tax Increment Allocation Redevelopment Act. It was determined that the area qualifies as a TIF district under the Act due to chronic flooding as defined in the Act. Refer to the *TIF Qualification Report*, attached as Appendix 5 in this Plan.

Eligibility Survey. Representatives of KMA and City staff evaluated the RPA from April 2022 to the date of this Plan's issuance. Analysis was aided by certain reports obtained from the City, on-site due diligence, and other sources. In KMA's evaluation, only information was recorded which would help assess the eligibility of the proposed area as a TIF District.

VI. REDEVELOPMENT PROJECT

Redevelopment Plan and Project Objectives. As indicated in Section III of this Report, the City has established a planning process which guides economic development and land use activities throughout the City. Consistent with the established planning process, the City proposes to achieve economic development goals and objectives through the redevelopment of the Weber Road/Division Street RPA, pursuit of projects within the RPA, and the promotion of private investment via public financing techniques (including but not limited to tax increment financing).

The project-specific objectives envisioned for the Weber Road/Division Street RPA are as follows:

- 1) Development of vacant and underutilized properties by implementing a plan to attract new users to the RPA.
- 2) Constructing and enhancing public improvements which may include (if necessary):
 - Street, road additions and improvements
 - Utility construction and improvements (including, but not limited to, water, stormwater management, and sanitary sewer projects consisting of construction and rehabilitation);
 - Signalization, traffic control and lighting;
 - Landscaping, streetscaping, and beautification.
- 3) Entering into Redevelopment Agreements with developers for qualified redevelopment projects, including (but not limited to) the provision of an interest rate subsidy as allowed under the Act.
- 4) Providing for site preparation, clearance, environmental remediation, and demolition, including grading and excavation (any demolition activities would conform to City criteria for allowing demolition).
- 5) Exploration and review of job training programs in coordination with any City, federal, state, and county programs.

Redevelopment Activities. Pursuant to the objectives cited above, the City will implement a coordinated program of actions. These can include, but are not limited to, land acquisition, land disposition, site preparation, clearance, demolition, provision of public infrastructure and related public improvements, and construction of new public facilities or improvements. Such activities conform to the provision of the TIF Act that define the scope of permissible redevelopment activities.

Site Preparation, Clearance, Relocation and Demolition

Property within the RPA may be improved through the use of site clearance, excavation, or environmental remediation prior to redevelopment. The land may also be graded and cleared prior to redevelopment.

Land Assembly and Relocation

Certain properties or interests in properties in the RPA may be acquired and properties owned by or acquired by the City may be assembled and reconfigured into appropriate redevelopment sites. It is expected that the City may facilitate private acquisition through reimbursement of acquisition and related costs as well as through the write-down of its acquisition costs. Such land may be held or disposed of by the City on terms appropriate for public or private development, including the acquisition of land needed for construction of public improvements. Relocation activities may be funded or provided for in the Act.

Public Improvements

The City may, but is not required to, provide public improvements in the RPA to enhance the immediate area and support the Plan. Appropriate public improvements may include, but are not limited to:

- Improvements and/or construction of public utilities including extension of water mains and stormwater management, as well as sanitary and storm sewer systems, roadways, and traffic-related improvements;
- Parking facilities (on grade and parking structures); and
- Beautification, identification markers, landscaping, lighting, and signage of public rights-of-way.

Rehabilitation

The City may provide for the rehabilitation of certain structures within the RPA in order to provide for the redevelopment of the area and conform to City code provisions. Improvements may include exterior and facade-related work as well as interior-related work.

Interest Rate Write-Down

The City may enter into agreements with for-profit or non-profit owners/developers whereby a portion of the interest cost for construction, renovation or rehabilitation projects are paid for out of the Special Tax Allocation fund of the RPA, in accordance with the Act.

Job Training

The City may assist facilities and enterprises located within the RPA in obtaining job training and assistance. Job training and retraining programs currently available from or through other governments include, but are not limited to:

- Federal programs;
- State of Illinois programs;
- Applicable local vocational educational programs, including community college sponsored programs; and
- Other federal, state, county or non-profit programs that are currently available or will be developed and initiated over time.

School and Library District Costs

The City may provide for payment of school district and library district costs, as required under the Act for residential components (if any) assisted through TIF funding.

General Land Use Plan. As noted in Section I of this report, the proposed RPA currently consists of vacant land zoned “Business Service District.”. Existing land uses are shown in Appendix 3 attached hereto and made a part of this Plan. Appendix 4 designates future land uses in the Redevelopment Project Area. Future land uses will conform to the Zoning Ordinance and City of Crest Hill Comprehensive Plan as either may be amended from time to time.

Additional Design and Control Standards. The appropriate design standards (including any Planned Unit Developments) as set forth in the City’s Zoning Ordinance and/or City of Crest Hill *Comprehensive Plan* shall apply to the RPA.

Eligible Redevelopment Project Costs. Redevelopment project costs mean and include the sum total of all reasonable or necessary costs incurred or estimated to be incurred, as provided in the Act, and any such costs incidental to this Redevelopment Plan and Project. Private investments, which supplement “Redevelopment Project Costs”, are expected to substantially exceed such Redevelopment Project Costs. Eligible costs permitted under the Act which may be pertinent to this Redevelopment Plan and Project include:

1. Costs of studies and surveys, development of plans and specifications, implementation and administration of the redevelopment plan including, but not limited to, staff and professional service costs for architectural, engineering, legal, marketing, financial, planning, or other special services, provided, however, that no charges for professional services may be based on a percentage of the tax increment collected; except that after November 1, 1999, no contracts for professional

services, excluding architectural and engineering services, may be entered into if the terms of the contract extend beyond a period of three (3) years. In addition, “redevelopment project costs” shall not include lobbying expenses;

- 1.1 After July 1, 1999, annual administrative costs shall not include general overhead or administrative costs of the municipality that would still have been incurred by the municipality if the municipality had not designated a redevelopment area or approved a redevelopment plan;
2. The cost of marketing sites within the redevelopment project area to prospective businesses, developers, and investors;
3. Property assembly costs, including, but not limited to, acquisition of land and other property, real or personal, or rights or interest therein, demolition of buildings, site preparation, site improvements that serve as an engineered barrier addressing ground level or below ground environmental contamination, including, but not limited to, parking lots and other concrete or asphalt barriers, and the clearing and grading of land;
4. Costs of rehabilitation, reconstruction or repair or remodeling of existing public or private buildings, fixtures and leasehold improvements; and the costs of replacing an existing public building if pursuant to the implementation of a redevelopment project the existing public building is to be demolished to use the site for private investment or devoted to a different use requiring private investment; including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification;
5. Costs of the construction of public works or improvements, including any direct or indirect costs relating to Green Globes or LEED certified construction elements or construction elements with an equivalent certification, except that on and after November, 1, 1999 redevelopment project costs shall not include the cost of constructing a new municipal public building principally used to provide offices, storage space, or conference facilities or vehicle storage, maintenance, or repair for administrative, public safety, or public works personnel and that is not intended to replace an existing public building as provided under paragraph (3) of subsection (q) of Section 11-74.4-3 unless either (i) the construction of the new municipal building implements a redevelopment project that was included in a redevelopment plan that was adopted by the municipality prior to the effective date of this amendatory Act of the 91st General Assembly or (ii) the municipality makes a reasonable determination in the redevelopment plan, supported by information that provided that basis for that determination, that the new municipal building is required to meet an increase in the need for public safety purposes anticipated to result from the implementation of the redevelopment plan;

6. Costs of job training and retraining projects including the costs of “welfare to work” programs implemented by businesses located within the redevelopment project area;
7. Financing costs, including but not limited to all necessary and incidental expenses related to the issuance of obligations and which may include payment of interest on any obligations issued pursuant to the Act accruing during the estimated period of construction of any redevelopment project for which such obligations are issued and for not exceeding 36 months thereafter and including reasonable reserves related thereto;
8. To the extent the municipality by written agreement accepts and approves the same, all or a portion of a taxing district’s capital (and additional student tuition) costs resulting from the redevelopment project necessarily incurred or to be incurred within a taxing district in furtherance of the objectives of the redevelopment plan and project;
9. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after November 1, 1999 an elementary, secondary, or unit school district’s increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by the Act, and which costs shall be paid by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units and shall be calculated annually as follows:
 - a) for foundation districts, excluding any school district in a municipality with a population in excess of 1,000,000, by multiplying the district’s increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general State aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:

- (i) for unit school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 25% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 17% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and
 - (iii) for secondary school districts with a district average 1995-96 Per Capita Tuition Charge of less than \$5,900, no more than 8% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act.
- b) For alternate method districts, flat grant districts, and foundation districts with a district average 1995-96 Per Capita Tuition charge equal to or more than \$5,900, excluding any school district with a population in excess of 1,000,000, by multiplying the district's increase in attendance resulting from the net increase in new students enrolled in that school district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by the Act since the designation of the redevelopment project area by the most recently available per capita tuition cost as defined in Section 10-20.12a of the School Code less any increase in general state aid as defined in Section 18-8.05 of the School Code attributable to these added new students subject to the following annual limitations:
 - (i) for unit school district, no more than 40% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act;
 - (ii) for elementary school district, no more than 27% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under this Act; and

- (iii) for secondary school districts, no more than 13% of the total amount of property tax increment revenue produced by those housing units that have received tax increment finance assistance under the Act.
 - c) Any school district in a municipality with a population of 1,000,000, additional restrictions apply. Any school district seeking payment shall, after July 1 and before September 30 of each year, provide the municipality with reasonable evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the school district. If the school district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. School districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by the Act. By acceptance of this reimbursement the school district waives the right to directly or indirectly set aside, modify, or contest in any manner the establishment of the redevelopment project area or projects;
- 10. For redevelopment project areas designated (or redevelopment project areas amended to add or increase the number of tax-increment-financing assisted housing units) on or after January 1, 2005, a public library district's increased costs attributable to assisted housing units located within the redevelopment project area for which the developer or redeveloper receives financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the assisted housing sites necessary for the completion of that housing as authorized by this Act shall be paid to the library district by the municipality from the Special Tax Allocation Fund when the tax increment revenue is received as a result of the assisted housing units. This paragraph applies only if (i) the library is located in a county that is subject to the Property Tax Extension Limitation Law or (ii) the library district is not located in a county that is subject to the Property Tax Extension Limitation Law but the district is prohibited by any other law from increasing its tax levy rate without a prior voter referendum.

The amount paid to a library district under this paragraph shall be calculated by multiplying (i) the net increase in the number of persons eligible to obtain a library card in that district who reside in housing units within the redevelopment project area that have received financial assistance through an agreement with the municipality or because the municipality incurs the cost of necessary infrastructure improvements within the boundaries of the housing sites necessary for the completion of that housing as authorized by this Act since the designation of the redevelopment project area by (ii) the per-patron cost of providing library services so long as it does not exceed \$120. The per-patron cost shall be the Total Operating Expenditures Per Capita as stated in the most recent Illinois Public Library Statistics produced by the Library Research Center at the University of Illinois. The municipality may deduct from the amount that it must pay to a library district under this paragraph any amount that it has voluntarily paid to the library district

from the tax increment revenue. The amount paid to a library district under this paragraph shall be no more than 2% of the amount produced by the assisted housing units and deposited into the Special Allocation Fund. A library district is not eligible for any payment under this paragraph unless the library district has experienced an increase in the number of patrons from the municipality that created the tax-increment-financing district since the designation of the redevelopment project area.

Any library district seeking payment under this paragraph shall, after July 1 and before September 30 of each year, provide the municipality with convincing evidence to support its claim for reimbursement before the municipality shall be required to approve or make the payment to the library district. If the library district fails to provide the information during this period in any year, it shall forfeit any claim to reimbursement for that year. Library districts may adopt a resolution waiving the right to all or a portion of the reimbursement otherwise required by this paragraph. By acceptance of such reimbursement, the library district shall forfeit any right to directly or indirectly set aside, modify, or contest in any manner whatsoever the establishment of the redevelopment project area or projects;

11. Relocation costs to the extent that the City determines that relocation costs shall be paid or is required to make payment of relocation costs by federal or state law;
12. Payment in lieu of taxes;
13. Costs of job training, advanced vocational education or career education, including but not limited to courses in occupational, semi-technical or technical fields leading directly to employment, incurred by one or more taxing districts, provided that such costs (i) are related to the establishment and maintenance of additional job training, advanced vocational education or career education programs for persons employed or to be employed by employers located in the redevelopment project area; and (ii) when incurred by a taxing district or taxing districts other than the City, are set forth in a written agreement by or among the City and the taxing district or taxing districts, which agreement describes the program to be undertaken, including but not limited to the number of employees to be trained, a description of the training and services to be provided, the number and type of positions available or to be available, itemized costs of the program and sources of funds to pay for the same, and the term of agreement. Such costs include, specifically, the payment by community college districts of costs pursuant to Section 3-37, 3-38, 3-40 and 3-40.1 of the Public Community College Act and by school districts of costs pursuant to Section 10-22.20a and 10-23.3a of the School Code;

14. Interest costs incurred by a redeveloper related to the construction, renovation or rehabilitation of a redevelopment project provided that:
- a) such costs are to be paid directly from the Special Tax Allocation Fund established pursuant to the Act;
 - b) such payments in any one-year may not exceed 30% of the annual interest costs incurred by the developer with regard to the redevelopment project during that year;
 - c) if there are not sufficient funds available in the Special Tax Allocation Fund to make the payment pursuant to this paragraph then the amounts so due shall accrue and be payable when sufficient funds are available in the Special Tax Allocation Fund;
 - d) the total of such interest payments paid pursuant to the Act may not exceed 30% of the total (i) cost paid or incurred by the redeveloper for the redevelopment project plus (ii) redevelopment project costs excluding any property assembly costs and any relocation costs incurred by a municipality pursuant to the Act;
 - e) the cost limits set forth in subparagraphs (b) and (d) shall be modified for the financing of rehabilitated or new housing units for low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act and the percentage of 75% shall be substituted for 30% in subparagraphs (b) and (d);
 - f) Instead of the eligible costs provided by subparagraphs (b) and (d), as modified by this subparagraph, and notwithstanding any other provisions of the Act to the contrary, the municipality may pay from tax increment revenues up to 50% of the cost of construction of new housing units to be occupied by low-income households and very low-income households as defined in Section 3 of the Illinois Affordable Housing Act. The cost of construction of those units may be derived from the proceeds of bonds issued by the municipality under the Act or other constitutional or statutory authority or from other sources of municipal revenue that may be reimbursed from tax increment revenues or the proceeds of bonds issued to finance the construction of that housing. The eligible costs provided under this subparagraph (f) shall be an eligible cost for the construction, renovation, and rehabilitation of all low and very low-income housing units, as defined in Section 3 of the Illinois Affordable Housing Act, within the redevelopment project area. If the low and very low-income units are part of a residential redevelopment project that includes units not affordable to low and very low-income households, only the low and very low-income units shall be eligible for benefits under subparagraph (f).

The standards for maintaining the occupancy by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, of those units constructed with eligible costs made available under the provisions of this subparagraph (f) shall be established by guidelines adopted by the municipality. The responsibility for annually documenting the initial occupancy of the units by low-income households and very low-income households, as defined in Section 3 of the Illinois Affordable Housing Act, shall be that of the then current owner of the property. For ownership units, the guidelines will provide, at a minimum, for a reasonable recapture of funds, or other appropriate methods designed to preserve the original affordability of the ownership units. For rental units, the guidelines will provide, at a minimum, for the affordability of rent to low and very low-income households. As units become available, they shall be rented to income-eligible tenants.

The municipality may modify these guidelines from time to time; the guidelines, however, shall be in effect for as long as tax increment revenue is being used to pay for costs associated with the units or for the retirement of bonds issued to finance the units or for the life of the redevelopment project area, whichever is later;

15. If the redevelopment project area is located within a municipality with a population of more than 100,000, the cost of day care services for children of employees from low-income families working for businesses located within the redevelopment project area and all or a portion of the cost of operation of day care centers established by redevelopment project area businesses to serve employees from low-income families working in businesses located in the redevelopment project area. For the purposes of this paragraph, “low-income families” means families whose annual income does not exceed 80% of the municipal, county, or regional median income, adjusted for family size, as the annual income and municipal, county or regional median income are determined from time to time by the United States Department of Housing and Urban Development.
16. Unless explicitly stated herein the costs of construction of new privately owned buildings shall not be an eligible redevelopment project cost;
17. After November 1, 1999, none of the redevelopment project costs enumerated in this subsection shall be eligible redevelopment projects if those costs would provide direct financial support to a retail entity initiating operations in the redevelopment project area while terminating operations at another Illinois location within 10 miles of the redevelopment project area but outside the boundaries of the redevelopment project area municipality. For purposes of this paragraph, termination means a closing of a retail operation that is directly related to the opening of the same operation or like retail entity owned or operated by more than 50% of the original

ownership in a redevelopment project area, but it does not mean closing an operation for reasons beyond the control of the retail entity, as documented by the retail entity, subject to a reasonable finding by the municipality that the current location contained inadequate space, has become economically obsolete, or was no longer a viable location for the retailer or serviceman;

18. No cost shall be a redevelopment project cost in a redevelopment project area if used to demolish, remove, or substantially modify a historic resource, after August 26, 2008, unless no prudent and feasible alternative exists. "Historic Resource" means (i) a place or structure that is included or eligible for inclusion on the National Register of Historic Places or (ii) a contributing structure in a district on the National Register of Historic Places. This restriction does not apply to a place or structure for which demolition, removal, or modification is subject to review by the preservation agency of a Certified Local Government designated as such by the National Park Service of the United States Department of the Interior.

If a special service area has been established pursuant to the Special Service Area Tax Act or Special Service Area Tax Law, then any tax incremental revenues derived from the tax imposed pursuant to Special Service Area Tax Act or Special Service Area Tax Law may be used within the redevelopment project area for the purposes permitted by that Act or Law as well as the purposes permitted by the TIF Act.

Estimated costs are shown on the next page. Adjustments to these cost items may be made without amendment to the Redevelopment Plan and Project.

Projected Redevelopment Project Costs. Estimated project costs are shown in Exhibit 4 below. Adjustments to estimated line-item costs below are expected and may be made without amendment to the Redevelopment Plan. Each individual project cost will be reevaluated considering the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act.

Further, the projected cost of an individual line-item as set forth below is not intended to place a limit on the described line-item expenditure. Adjustments may be made in line-items, either increasing or decreasing line-item costs for redevelopment. The specific items listed below are not intended to preclude payment of other eligible redevelopment project costs in connection with the redevelopment of the RPA, provided the *total amount* of payment for eligible redevelopment project costs (the "Total Estimated TIF Budget" in Exhibit 4) shall not exceed the amount set forth below, as adjusted pursuant to the Act.

Exhibit 4
Weber Road/Division Street TIF
Project Cost Estimates

Program Actions/Improvements	Estimated Costs
Land Acquisition and Assembly Costs (including Relocation Costs)	\$ 3,500,000
Site Preparation and Demolition, including Environmental Remediation	\$ 5,000,000
Utility Improvements including, but not limited to, water, storm, sanitary sewer, traffic management, and roadway and streetscape improvements	\$15,000,000
Rehabilitation of Existing Structures	\$ 1,000,000
Interest Costs Pursuant to the Act	\$ 1,500,000
Professional Service Costs (Including Planning, Legal, Engineering, Administrative, Annual Reporting and Marketing)	\$ 1,000,000
School Tuition and Library Costs as provided by the Act	\$ 500,000
Job Training	\$ 250,000
TOTAL ESTIMATED TIF BUDGET	\$ 27,750,000

Notes:

(1) All project cost estimates are in 2023 dollars. Costs may be adjusted for inflation per the TIF Act.(2) In addition to the costs identified in the exhibit above, any bonds issued to finance a phase of the Project may include an amount sufficient to pay (a) customary and reasonable charges associated with the issuance of such obligations, (b) interest on such bonds, and (c) capitalized interest and reasonably required reserves.(3) Adjustments to the estimated line-item costs above are expected. Adjustments may be made in line-items within the total, either increasing or decreasing line-items costs for redevelopment. Each individual project cost will be reevaluated considering the projected private development and resulting tax revenues as it is considered for public financing under the provisions of the Act. The totals of the line-items set forth above are not intended to place a total limit on the described expenditures, as the specific items listed above are not intended to preclude payment of other eligible redevelopment project costs in connection the redevelopment of the RPA – provided the total amount of payment for eligible redevelopment project costs shall not exceed the overall budget amount outlined above and all as provided for in the Act.

As explained in the following sub-section, incremental property tax revenues from any contiguous RPA may be used to pay eligible costs for the Weber Road/Division Street RPA.

Sources of Funds to Pay Redevelopment Project Costs. Funds necessary to pay for public improvements and other project costs eligible under the Act are to be derived principally from incremental property tax revenues, proceeds from municipal obligations to be retired primarily with such revenues, and interest earned on resources available but not immediately needed for the Plan. In addition, pursuant to the TIF Act and this Plan, the City may utilize net incremental property tax revenues received from other contiguous RPAs to pay eligible redevelopment project

costs or obligations issued to pay such costs in contiguous project areas. This would include contiguous TIFs that the City may establish in the future. (Conversely, incremental revenues from the Weber Road/Division Street TIF may be allocated to any contiguous TIF Districts.)

Redevelopment project costs as identified in Exhibit 4 specifically authorize those eligible costs set forth in the Act and do not address the preponderance of the costs to redevelop the area. The majority of development costs will be privately financed. TIF or other public sources are to be used, subject to approval by the City, only to leverage and commit private redevelopment activity.

The incremental tax revenues which will be used to pay debt service on the municipal obligations (if any) and to directly pay redevelopment project costs shall be the incremental increase in property taxes. The property tax increment would be attributable to the increase in the equalized assessed value of each taxable lot, block, tract or parcel of real property in the RPA – over and above the initial equalized assessed value of each such lot, block, tract or parcel in the RPA in the 2020 tax year for the RPA, as determined by the County as of the date that the RPA is approved.

Among the other sources of funds which may be used to pay for redevelopment project costs and debt service on municipal obligations issued to finance project costs are the following: certain local sales or utility taxes, special service area taxes, the proceeds of property sales, certain land lease payments, certain Motor Fuel Tax revenues, certain state and federal grants or loans, certain investment income, and such other sources of funds and revenues as the City may from time to time deem appropriate.

Nature and Term of Obligations to Be Issued. The City may issue obligations secured by the Special Tax Allocation Fund established for the Redevelopment Project Area pursuant to the Act or such other funds as are available to the City by virtue of its power pursuant to the Illinois State Constitution.

Any and all obligations issued by the City pursuant to this Plan and the Act shall be retired not more than twenty-three (23) years after the date of adoption of the ordinance approving the RPA, and to the extent such obligations are reliant upon the collection of incremental property tax revenues from the completion of the twenty-third year of the TIF, with taxes collected in the twenty-fourth year. However, the final maturity date of any obligations issued pursuant to the Act may not be later than twenty (20) years from their respective date of issuance.

One or more series of obligations may be issued from time to time in order to implement this Plan. The total principal and interest payable in any year on all obligations shall not exceed the amount available in that year or projected to be available in that year. The total principal and interest may be payable from tax increment revenues and from bond sinking funds, capitalized interest, debt service reserve funds, and all other sources of funds as may be provided by ordinance.

Certain revenues may be declared as surplus funds if not required for: principal and interest payments, required reserves, bond sinking funds, redevelopment project costs, early retirement of outstanding securities, or facilitating the economical issuance of additional bonds necessary to

accomplish the Redevelopment Plan. Such surplus funds shall then become available for distribution annually to taxing districts overlapping the RPA in the manner provided by the Act.

Securities may be issued on either a taxable or tax-exempt basis, as general obligation or revenue bonds. Further, the securities may be offered on such terms as the City may determine, with or without the following features: capitalized interest; deferred principal retirement; interest rate limits (except as limited by law); and redemption provisions. Additionally, such securities may be issued with either fixed rate or floating interest rates.

Most Recent Equalized Assessed Valuation for the RPA. The most recent equalized assessed valuation for the RPA is based on the 2021 EAV and is estimated to be approximately \$72,871. It is anticipated the estimated base EAV for establishment of the RPA will be the 2021 EAV.

Anticipated Equalized Assessed Valuation for the RPA. Upon completion of the anticipated private development of the RPA over a twenty-three (23) year period, it is estimated that the EAV of the property within the RPA would increase to approximately \$40,000,000 to \$55,000,000 depending upon market conditions and the scope of the redevelopment projects.

VII. DESCRIPTION AND SCHEDULING OF REDEVELOPMENT PROJECT

Redevelopment Project. The City will implement a strategy with full consideration given to the availability of both public and private funding. It is anticipated that a phased redevelopment will be undertaken.

The Redevelopment Project will begin as soon as the private entities have obtained financing approvals for appropriate projects and such uses conform to City zoning and planning requirements, or if the City undertakes redevelopment activities pursuant to this Plan. Depending upon the scope of the development as well as the actual uses, the following activities may be undertaken by the City:

- Land Assembly and Relocation: Certain properties in the RPA may be acquired and assembled into an appropriate redevelopment site. It is expected that the City would facilitate private acquisition through reimbursement or write-down of related costs, including the acquisition of land needed for construction of public improvements.
- Demolition and Site Preparation: The existing improvements located within the RPA may have to be reconfigured or prepared to accommodate new uses or expansion plans. Demolition of certain parcels may be necessary for future projects. Additionally, the redevelopment plan contemplates site preparation, or other requirements including environmental remediation necessary to prepare the site for desired redevelopment projects.
- Rehabilitation: The City may assist in the rehabilitation of buildings, if any, or site improvements located within the RPA.
- Landscaping/Buffering/Streetscaping: The City may fund certain landscaping projects, which serve to beautify public properties or rights-of-way and provide buffering between land uses.
- Water, Sanitary Sewer, Storm Sewer and Other Utility Improvements: Certain utilities may be extended or re-routed to serve or accommodate the new development. Upgrading of existing utilities may be undertaken. The City may also undertake the provision of necessary detention or retention ponds and related stormwater management projects.
- Roadway/Street/Parking Improvements: The City may widen and/or vacate existing roads. Certain secondary streets/roads may be extended or constructed. Related curb, gutter, and paving improvements could also be constructed as needed. Parking facilities may be constructed that would be available to the public. Utility services may also be provided or relocated in order to accommodate redevelopment activities.
- Traffic Control/Signalization: Traffic control or signalization improvements that improve access to the RPA and enhance its redevelopment may be constructed.

- Public Safety-Related Infrastructure: Certain public safety improvements including, but not limited to, public signage, public facilities, and streetlights may be constructed or implemented.
- School District and Library District Costs: The payment of such costs, if any, may be provided pursuant to the requirements of the TIF Act.
- Interest Costs Coverage: The City may fund certain interest costs incurred by a developer for construction, renovation or rehabilitation of a redevelopment project. Such funding would be paid for out of annual tax increment revenue generated from the RPA as allowed under the Act.
- Professional Services: The City may fund necessary planning, legal, engineering, administrative and financing costs during project implementation. The City may reimburse itself from annual tax increment revenue if available.

Commitment to Fair Employment Practices and compliance with Affirmative Action Plans.

The City has adopted employment policies and is committed to employment practices which provide equal opportunity to all people regardless of sex, color, race, creed, sexual orientation, national origin, ancestry, age, marital status, order of protection status, disability or physical handicap, military status, sexual orientation, pregnancy, unfavorable discharge from military service as defined by law, citizenship status as defined by law or any other status or basis as may be now or hereinafter be prohibited by law. These nondiscriminatory practices will apply to all areas of employment including recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, compensation, tenure or any terms, conditions or privileges of employment. The City shall comply with all applicable Federal, State and County laws and regulations governing employment discrimination and regulating the employment opportunities as well as any such Federal, State and County Affirmative Action Plans/Programs relevant in whole or in part to any City activity. The City shall additionally in all of its activities ensure and maintain a working environment free of harassment, intimidation and coercion at all locations and in all facilities. It is herein founded and determined that fair and equal employment practices and opportunities as set forth herein is important to the continued growth and vitality of the community.

Completion of Redevelopment Project and Retirement of Obligations to Finance Redevelopment Costs. This Redevelopment Project and retirement of all obligations to finance redevelopment costs will be completed within twenty-three (23) years after the adoption of an ordinance designating the Redevelopment Project Area. The actual date for such completion and retirement of obligations shall not be later than December 31 of the year in which the payment to the municipal treasurer pursuant to the Act is to be made with respect to ad valorem taxes levied in the twenty-third calendar year after the ordinance approving the RPA is adopted.

VIII. PROVISIONS FOR AMENDING THE TIF PLAN AND PROJECT

This Plan may be amended pursuant to the provisions of the Act

APPENDIX 1

Legal Description of Project Area

22-R0442

CITY OF CREST HILL TIF DISTRICT
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE EAST ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE WEST LINE OF THE EAST 165 FEET (10 RODS) OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE SOUTH ALONG SAID WEST LINE, TO THE NORTH LINE OF LOT 1 IN WEBER TERRACE SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 19, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R67-003059;

THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY PROLONGATION THEREOF, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE COUNTY OF WILL, STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R79-025591;

THENCE SOUTH ALONG SAID EAST LINE, TO THE NORTH LINE OF MASSEY ESTATES SUBDIVISION UNIT THREE, A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R75-023103;

THENCE SOUTH ALONG THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID MASSEY ESTATES SUBDIVISION UNIT THREE, TO THE NORTH LINE OF UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R73-026685;

THENCE SOUTH ALONG THE EAST LINE WEBER ROAD AS DEDICATED PER SAID UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION, TO THE NORTH LINE OF LONGMEADOW DRIVE AS DEDICATED IN CROSSROADS OF CREST HILL EAST, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-026289;

THENCE EAST ALONG SAID NORTH LINE, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID CROSSROADS OF CREST HILL EAST;

THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R95-011154;

THENCE SOUTH ALONG SAID WEST LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;

THENCE SOUTH ALONG SAID EAST LINE, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF DIVISION STREET PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R94-113214;

THENCE WEST ALONG SAID SOUTHERLY LINE OF DIVISION STREET, TO THE WEST LINE OF DIVISION STREET PER SAID DEED DOCUMENT NO. R94-113214;

THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 19;

THENCE WEST ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE NORTH ALONG SAID WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE POINT OF BEGINNING;

IN WILL COUNTY, ILLINOIS.

APPENDIX 2

Boundary Map of RPA

USA DR

407

405

SIEGEL DR

405

407

NGMEADOW DR

408

SIEGEL DR

406

EGEL DR

408

400

-007
74.6025

313

S009458

**Weber Road/
Division Street TIF**

LONGMEADOW DR

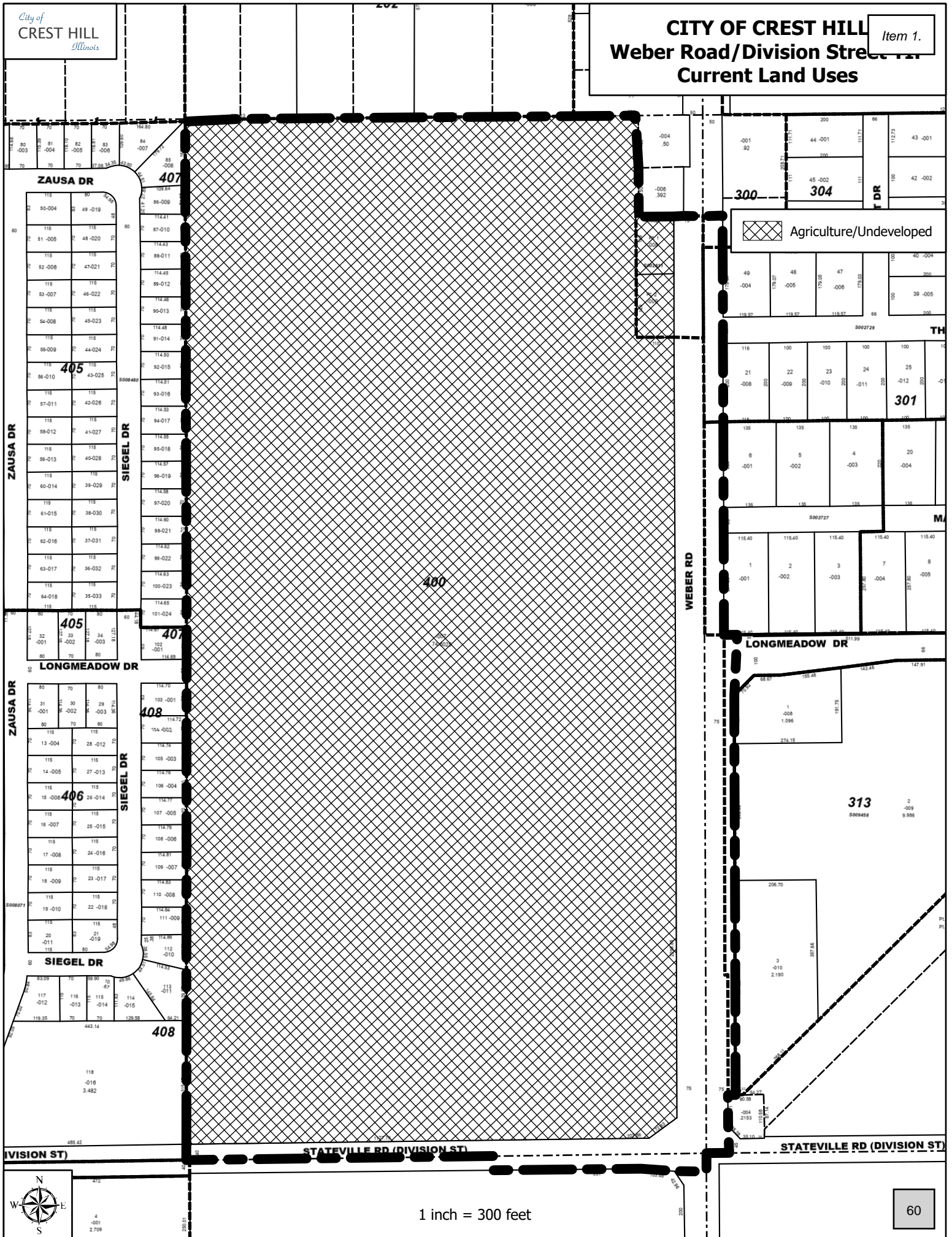
STATEVILLE RD (D



1 inch = 200 feet

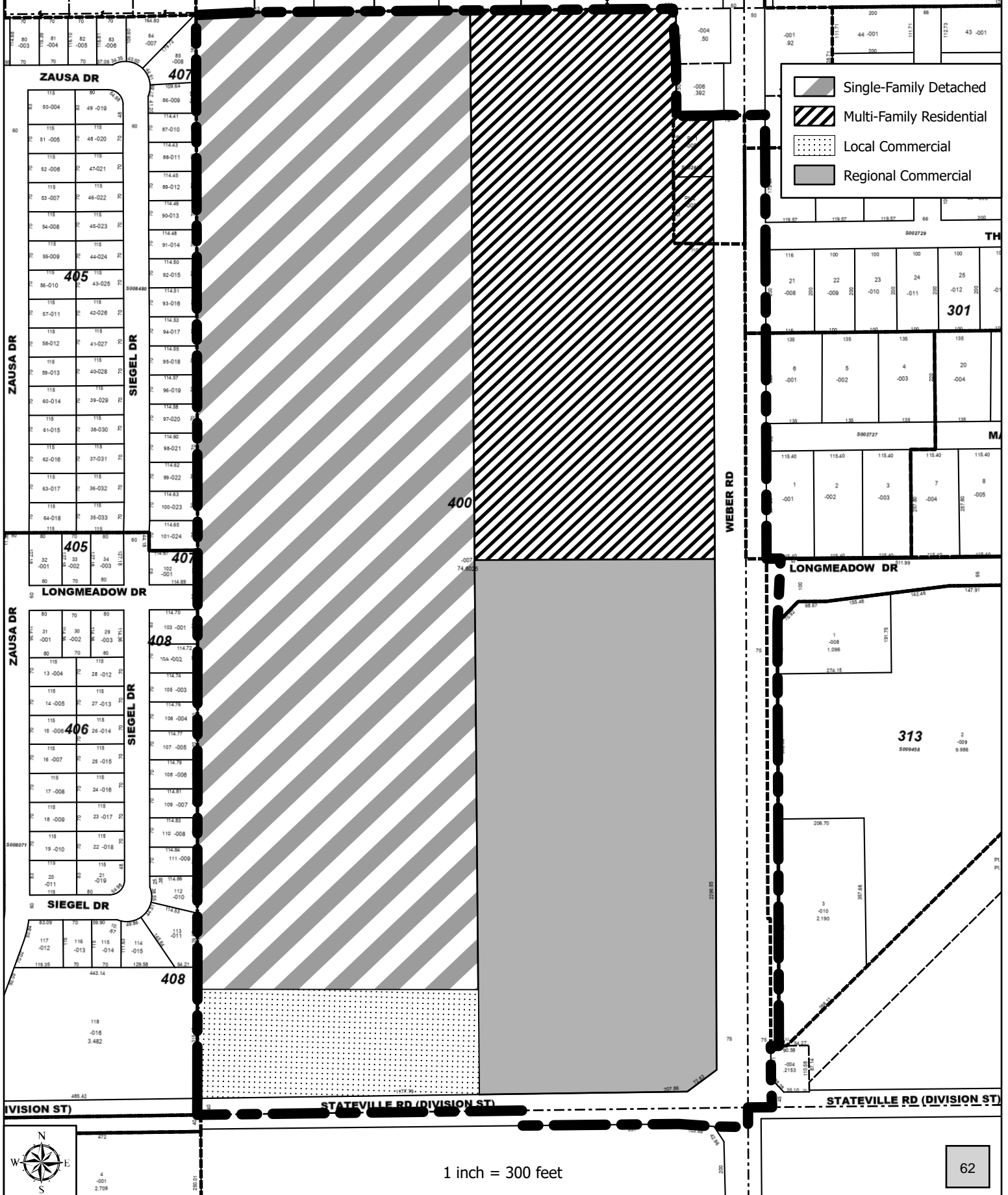
APPENDIX 3

Current Land Use Map of RPA



1 inch = 300 feet

APPENDIX 4
Future Land Use Map of RPA



APPENDIX 5
TIF Qualification Report



CITY OF CREST HILL, ILLINOIS
TIF QUALIFICATION REPORT
WEBER ROAD/DIVISION STREET TIF DISTRICT

A study to determine whether certain properties within the City of Crest Hill qualify as a blighted-vacant area as defined in the Tax Increment Allocation Redevelopment Act of Chapter 65, 5/11-74.4-1, et. seq., as amended of the Illinois Compiled Statutes (the "TIF Act").

Prepared by the City of Crest Hill, Illinois

in conjunction with

Kane, McKenna and Associates, Inc.

December 2022

**CITY OF CREST HILL
WEBER ROAD/DIVISION STREET REDEVELOPMENT PROJECT AREA
TIF QUALIFICATION REPORT**

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IV.	Qualification Findings for Proposed RPA	9
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Exhibit II	Legal Description	
Exhibit III	Robinson Engineering Chronic Flooding Report dated _____	

EXECUTIVE SUMMARY

Kane, McKenna and Associates (KMA) has been retained by the City of Crest Hill, Illinois (the “City”) to conduct an analysis of the potential qualification and designation of certain property located in the City, to be referred to herein as the proposed Redevelopment Project Area (the “Study Area”, or “RPA”, or “TIF District”). The City is pursuing the RPA designation as part of its ongoing policy goal of promoting economic development. The City’s 2014 City of Crest Hill Comprehensive Plan (“the Plan”) is “an articulation of policies and concepts aimed at helping the community achieve its vision for the next fifteen to twenty years.” The Plan notes that “Weber Road has become the commercial engine for the community.” In addition, the Plan identifies Weber Road as a “sub-area” planning area within the Plan. The Plan states that “large undeveloped areas and the potential closure of the Stateville Correction Center afford the opportunity to plan for significant development projects in a coordinated manner.” By undertaking the TIF designation, the City will enhance the Study Area as a significant contributor to the City’s overall economic base.

Based upon the analysis completed to date, KMA has reached the following conclusions regarding the qualification of the Study Area. The conclusions in the executive summary herein are subject in all respects to the full Qualification Report detailing conditions observed within the proposed TIF District and described later herein.

- 1) *Blighted–Vacant Area* – The Study Area qualifies as a “blighted-vacant area” pursuant to the TIF Act, provided that the plat of subdivision previously approved by the City is recorded prior to designation of the Study Area as a TIF Redevelopment Project Area. Currently, the vacant land lacks economic viability for development due to certain adverse conditions identified in Section IV of this report. As a result, it prevents or threatens to prevent the beneficial economic and physical development of properties the community deems essential to its overall economic health. In the opinion of KMA, the subject vacant land meets the requirements for designation as a blighted-vacant area under the TIF Act.

- 2) *Viable redevelopment sites could produce incremental revenue* – Within the proposed TIF District, there are parcels which potentially could be redeveloped or rehabilitated and thereby produce incremental property tax revenue. Such revenue, used in combination with other City resources for redevelopment incentives or public improvements, would likely stimulate private investment and reinvestment in these sites and ultimately throughout the TIF District.

- 3) *Pursuit of TIF designation is recommended* – To mitigate the existing conditions (thereby promoting the improved physical condition of the proposed RPA) and to leverage the City’s investment and redevelopment efforts, KMA recommends that the City pursue the formal TIF designation process for the RPA.

I. BACKGROUND

The City's 2014 Comprehensive Plan ("the Plan"), states that "Weber Road represents the City's greatest opportunity for large-scale regional retail and commerce." The Plan also notes that Weber Road is "poised to emerge as a regional commercial corridor." The Plan goes on to state that "New development, especially along Weber Road has the potential to transform the local and regional identity of Crest Hill." Faced with practical challenges related to this area for realizing this economic development potential, the City has initiated a study of the area to determine whether it would potentially qualify as a TIF District. Kane, McKenna and Associates, Inc. has agreed to undertake the study of the proposed RPA or TIF District on the City's behalf.

Current Land Use. The proposed TIF District generally consists of almost 75 acres located at the northwest corner of Weber Road and Division Street. Despite its potentially advantageous location along Weber Road, development opportunities are constrained by the existing "blighted vacant area" condition of chronic flooding. Section IV of this report describes this impediment to redevelopment. This proposed TIF District provides the City with an opportunity to bring new development to an area that has been underutilized.

General Redevelopment Objectives. The redevelopment of the proposed RPA would further the City's overarching land use objectives, which are contained in its *2014 Comprehensive Plan*, zoning ordinance, and other land use planning elements. In the Comprehensive Plan, the City has articulated a number of public policy objectives which would be supported by the City's adoption of the proposed RPA as a TIF District (see Table 1 below). The Comprehensive Plan defines some broad policy goals and related strategies, as indicated in Table 1.

Given the gap between the City's goals for the area versus the conditions described in this report, the City has determined that the redevelopment of the proposed RPA would be highly beneficial to the community. With a redevelopment strategy in place, the economic base associated with the RPA would be stabilized and increased – thereby benefiting the community as a whole. Without such a redevelopment strategy, the adverse conditions identified in this report would likely worsen.

Table 1
Redevelopment Policy Goals – 2014 Crest Hill Comprehensive Plan (Excerpt)

<i>Policy Goals</i>	<i>Strategies</i>
<ul style="list-style-type: none"> • Create vibrant and attractive commercial areas that capitalize on specific local characteristic and advantages in order to serve residents of Crest Hill and surrounding communities, revitalize obsolete corridors, maximum the benefit 	<ul style="list-style-type: none"> • Encourage the development of regional commercial development along Weber Road where lot sizes and a high level of access support larger development projects . . .

<p>of existing development, and ensure that future development strengthens Crest Hill's role in the regional marketplace</p> <ul style="list-style-type: none"> • Ensure the long-term vitality of all neighborhoods in Crest Hill – including its traditional neighborhoods, contemporary subdivisions, and future growth areas – through the consistent provision of infrastructure and services, mitigation of impacts from flooding and surrounding development, high levels of property maintenance, and preservation of distinctive and varying character throughout the community. • Build a layered multi-modal transportation system that meets the evolving needs of residents, responds to anticipated growth throughout Crest 	<ul style="list-style-type: none"> • Continue to reserve Weber Road frontage for prime commercial development that integrates attractive building design, high quality landscaping, and uses that rely on direct visibility from the corridor. • As new development occurs along Weber Road, continue to require internal street networks that eliminate turning conflicts along arterials and create the opportunity for distinct “places” that are welcoming to pedestrians and business patrons. • Amend zoning regulations or use the Planned Development approval process to require attractive landscaping and integrated green spaces that add to the character of the Weber Road corridor and mitigate stormwater runoff impacts. • Review and amend zoning regulation as necessary to ensure that all commercial areas are properly buffered from residential areas, taking into account varying lot sizes, parking requirements, site design standards, and permitted building massing and scale. • Adopt residential design guidelines to ensure that new housing subdivisions or infill housing in established neighborhoods reflects an appropriate character related to scale, massing, materials, and landscaping. • Implement improvements to key intersections that would increase through-flow capacity and safety as anticipated increases in traffic flow occur.
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<p>Hill, enhances access to unique local destinations, and supports active transportation choices that result in a healthier and more mobile community.</p> <ul style="list-style-type: none"> • Use public facilities as a way to better connect residents of Crest Hill to one another through well maintained infrastructure. . . • Balance community development and the City's unique natural assets in order to mitigate negative impacts on the Des Plaines River, Prairie Bluff Preserve, and other valuable environmental assets, while also minimizing the likelihood of property damage caused by flooding and other natural events. 	<ul style="list-style-type: none"> • Require future development to logically extend and connect existing roadway segments . . . • Ensure adequate funding is available, and seek grant funding from outside sources, to implement the City' Infrastructure Plan. • Align infrastructure and capital improvement plans with anticipated and desired growth in areas that can accommodate new development and utilize strategic infrastructure investment to guide development in priority areas. • Implement the City's Five-Year Infrastructure Plan and 2010 Drainage Study in order to address the lack of stormwater infrastructure in specific portions of the community and improve the efficiency and performance of the overall stormwater system. • Review and amend zoning and subdivision regulations for on-site stormwater detention capacity and techniques that reflect best management practices.
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Source: City of Crest Hill 2014 Comprehensive Plan

General Scope and Methodology. KMA performed its analysis by conducting a series of meetings and discussions with City staff, starting in April 2022, and continuing periodically up to the date of this report. The objective of the meetings was to gather data related to the qualification criteria for properties included in the study area. These meetings were complemented by a series of field surveys for the entire area to evaluate the condition of the proposed RPA, reviewing individual parcels as well as the RPA as a whole. The field surveys and data collected have been utilized to test the likelihood that the proposed RPA would qualify for TIF designation. For additional information about KMA's data collection and evaluation methods, refer to Section III of this report.

II. *QUALIFICATION CRITERIA*

With the assistance of City staff, Kane, McKenna and Associates, Inc. assessed the proposed RPA to determine the likelihood that qualifying factors listed in the TIF Act are present. The relevant provisions of the TIF Act are cited below.

The Act sets out specific procedures which must be adhered to in designating a redevelopment project area (RPA). By definition, a “redevelopment project area” is:

“An area designated by the municipality, which is not less in the aggregate than 1½ acres and in respect to which the municipality has made a finding that there exist conditions which cause the area to be classified as a blighted area or a conservation area, or a combination of both blighted areas and conservation areas.”

Under the TIF Act, a “blighted area” or “conservation area” means any improved or vacant area within the boundaries of a development project area located within the territorial limits of the municipality where certain conditions are met, as indicated below.

TIF Qualification Factors for a Stand-alone Vacant Area. In accordance with the TIF Act, KMA assessed the following factors to determine TIF qualification for the proposed “vacant blighted area.” Per the statute, such an area meets state standards provided that one (1) or more of the following factors is present in the area under study:

- (A) The area consists of one or more unused quarries, mines, or strip-mine ponds.
- (B) The area consists of unused rail yards, rail tracks, or railroad rights of way.
- (C) The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.
- (D) The area consists of an unused or illegal disposal site containing earth, stone, building debris, or similar materials that were removed from construction, demolition, excavation, or dredge sites.
- (E) Prior to November 1, 1999, the area is not less than 50 nor more than 100 acres and 75% of which is vacant (notwithstanding that the area has been used for commercial agricultural purposes within 5 years prior to the designation of the redevelopment

project area), and the area meets at least one of the factors itemized in paragraph (1) of this subsection , the area has been designated as a town or village center by ordinance or comprehensive plan adopted prior to January 1, 1982, and the area has not been developed for that designated purpose.

- (F) The area qualified as a “blighted area” immediately prior to becoming vacant, unless there has been substantial private investment in the immediately surrounding area.

III. EVALUATION METHODOLOGY

In evaluating the proposed RPA's potential qualification as a TIF District, the following methodology was utilized:

- 1) Site surveys of the RPA were undertaken by representatives from Kane, McKenna and Associates, Inc., supplemented with photographic analysis of the sites. Site surveys were completed for each parcel of land within the proposed RPA.
- 2) KMA conducted evaluations of sites, noting existing conditions. Additionally, KMA reviewed Will County tax parcel maps, aerial photos, site data, local history (including discussions with City staff), and an evaluation of area-wide factors that have affected the area's development.
- 3) Existing site conditions were initially surveyed only in the context of checking, to the best and most reasonable extent available, TIF Act factors applicable to specific site conditions of the parcels.
- 4) The RPA was examined to assess the applicability of the different factors required for qualification as a TIF district. Examination was made by reviewing the information and determining how each measured when evaluated against the relevant factors. The RPA was evaluated to determine the applicability of the various factors, as defined under the TIF Act, which would qualify the area as either a conservation area or blighted-vacant area.
- 5) KMA reviewed a report prepared by the City's registered professional engineer (Robinson Engineering)

IV. QUALIFICATION FINDINGS FOR PROPOSED RPA

Based upon KMA’s evaluation of parcels in the proposed TIF District and analysis of each of the eligibility factors summarized in Section II, the following factor is found to be present to support qualification of the TIF District as a “Blighted Vacant Area.” This factor is found to be clearly present and reasonably distributed throughout the Study Area, as required under the TIF Act. The qualifying factor is summarized in the table below.

Table 2
Preliminary Findings –Study Area

<i>Study Area Designation</i>	<i>Maximum Possible Factors per Statute</i>	<i>Minimum Factors Needed to Qualify per Statute</i>	<i>Qualifying Factors Present in Proposed Study Area</i>
Blighted Vacant Stand Alone Factor	1	1	1 • Chronic Flooding

**For a conservation area TIF, 50 percent or more of structures must be equal to or greater than 35 years in age and have 3 factors present.*

Findings for Blighted Vacant Stand-Alone Factor. KMA determined that due to the presence of chronic flooding in the Study Area this RPA also qualifies under a Stand-Alone Vacant factor.

1. Chronic Flooding. The area, prior to its designation, is subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water that discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.

According to the City’s engineer, Robinson Engineering, the proposed TIF District “meet the criterion for chronic flooding.” For additional details regarding this finding, attached as Exhibit III is Robinson Engineering’ report dated December ____, 2022.

V. SUMMARY OF FINDINGS; GENERAL ASSESSMENT OF QUALIFICATION

The following is a summary of relevant qualification findings as it relates to the City potentially designating the study area as a TIF District.

- The area is contiguous and is greater than 1½ acres in size;
- The proposed RPA will qualify in part as a “blighted-vacant” area. Further, the factor as documented herein is present to a meaningful extent and is distributed throughout the proposed RPA. (A more detailed analysis of the qualification findings is outlined in Section IV of this report.)
- All property in the area would substantially benefit by the proposed redevelopment project improvements;
- The sound growth of taxing districts applicable to the area, including the City, has been impaired by the factors found present in the area; and
- The area would not be subject to redevelopment without the investment of public funds, including property tax increments.

In the judgment of KMA, these preliminary findings support the case for the City to initiate a formal process to consider the proposed RPA as a TIF District.

Exhibit I

Weber Road/Division Street TIF
Boundary Map

USA DR

407

405

SIEGEL DR

405

407

NGMEADOW DR

408

SIEGEL DR

406

EGEL DR

408

STATEVILLE RD (DIVISION ST)

STATEVILLE RD (D

Weber Road/
Division Street TIF

LONGMEADOW DR

313

S009458



1 inch = 200 feet

Exhibit II

Weber Road/Division Street TIF Legal Description

CITY OF CREST HILL TIF DISTRICT
LEGAL DESCRIPTION

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE EAST ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE WEST LINE OF THE EAST 165 FEET (10 RODS) OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

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THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

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THENCE NORTH ALONG SAID WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE POINT OF BEGINNING;

IN WILL COUNTY, ILLINOIS.

Exhibit III

Weber Road/Division Street TIF Robinson Engineering Report



December 16, 2022

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

Attn: Mr. Jim Marino, City Administrator

RE: **City of Crest Hill**
Proposed Weber-Division TIF District
(Northwest corner of Division Street & Weber Road)
Engineering Report – Chronic Flooding

Dear Mr. Marino:

As part of the City's investigation into the creation of the Weber-Division Tax Increment Finance District ("TIF District"), this Engineering Report has been prepared to document the status of chronic flooding influenced by stormwater, floodplain, and/or wetland issues within the proposed TIF District (Exhibit 1). Enclosed with this report are the following documents that relate to the stormwater/floodplain/wetland issues within the proposed Weber-Division TIF District:

- Exhibit 1: Proposed TIF Boundary
- Exhibit 2: City of Crest Hill Watershed and Floodplain Map
- Exhibit 3: US Fish and Wildlife Services – National Wetlands Inventory Map
- Exhibit 4: FEMA Flood Plain Map, Panel 17197C0134G, dated February 15, 2019
- Exhibit 5: FEMA Flood Plain Map, Panel 17197C0153G, dated February 15, 2019
- Exhibit 6: Soils Map showing Soil Classification Types
- Exhibit 7: Soils Map showing Drainage Classification
- Exhibit 8: Soils Map showing Ponding Frequency
- Exhibit 9: Soils Map showing Hydrologic Soils Groups
- Exhibit 10: USGS US Topographic Map, Joliet Quadrangle
- Exhibit 11: USGS US Topographic Map, Plainfield Quadrangle
- Exhibit 12: Wetland Assessment & Farmed Wetland Determination Report, September 2021
- Exhibit 13: Low Areas (Will County GIS – 2021 Topography)
- Exhibit 14: Existing Agricultural Drain Tile Investigation, January 2017

The purpose of this report is to demonstrate evidence of chronic flooding. This report is not intended to satisfy any permitting or local ordinance requirements.

Property Description

The proposed TIF District (Exhibit 1) comprises approximately 74 acres and is located at the northwest corner of Weber Road and Division Street primarily within the Mink Creek watershed (Exhibit 2). The property can generally be considered undeveloped (vacant). The existing drainage pattern for this parcel runs primarily from south to north and ultimately to Mink Creek, which is then tributary to Lily Cache Creek and then to the DuPage River. Portions of the TIF area are depressional areas as often encountered within vacant and/or undeveloped farmland areas. The TIF area does not have a formal drainage network, without storm sewers and detention facilities, and is solely dependent on overland flow routes and/or field tiles.

The existing topography for this area has typical slopes of 0%-5%, with more than half of the area having 2% slope or less. Most of the soil types are poorly drained or somewhat poorly drained and over half of the soil types are subject to frequent flooding. All the soil types have a slow or very slow infiltration rate and therefore have high runoff potential.

Background Information

An evaluation was performed utilizing various references. The results of this evaluation are noted below.

- National Wetlands Inventory (NWI) Mapping does not identify any wetlands present in this specified area, however, a wetland assessment completed in 2021 revealed one farmed wetland contained within the property. This report was noted to be prepared in accordance with methodology of the US Army Corps of Engineers. Part of the criteria defining a wetland includes “wetland hydrology” meaning that there are indicators that reflect a history of inundation or soil saturation repeated over time. The NWI Map is included as Exhibit 3. A copy of the wetland report prepared by Bollinger Environmental, Inc. in September 2021 is included as Exhibit 12.
- The Federal Emergency Management Agency (FEMA) Flood Plain Map, Panels 17197C0134G and 17197C0153G dated February 15, 2019, do not identify any floodplain within the proposed TIF District Area.
- United States Department of Agriculture (USDA) National Resources Conservation Service (NRCS) soils maps were reviewed to determine soil types, drainage classifications, ponding frequencies, and hydrologic soil groups on the properties. Copies of the maps and associated documentation are included as Exhibits 6-9 and indicates the following major soil types:
 - Ashkum silty clay loam (232A) – 58% of TIF Area
The Ashkum series consists of very deep, poorly drained soils on till plains. They formed in colluvial sediments and in the underlying silty clay loam till. Slope ranges from 0 to 3 percent.
 - Symerton silt loam (294B) – 27% of TIF Area
The Symerton series consists of very deep, moderately well drained soils formed in a thin mantle of loess, loamy outwash, and in the underlying till or lacustrine sediments. They are on till plains or former glacial lake plains. Slope ranges from 0 to 10 percent.
 - Elliott silt loam (146B) – 12% of TIF Area
The Elliott series consists of very deep, somewhat poorly drained soils on till plains. They formed in up to 20 inches of loess or other silty material and in the underlying silty clay loam till. Slope ranges from 0 to 7 percent.
 - Elliott silty clay loam (146B2) – 4% of TIF Area
The Elliott series consists of very deep, somewhat poorly drained soils on till plains. They formed in up to 20 inches of loess or other silty material and in the underlying silty clay loam till. Slope ranges from 0 to 7 percent.
- Additional relevant information from the United States Department of Agriculture (USDA) National Resources Conservation Service (NRCS) soils maps are as follows:
 - Drainage Classes refer to the frequency and duration of wet periods under conditions similar to those under which the soil formed. This area contains the following:
 - Approximately 48 acres (58%) of “poorly drained” soils,

- Approximately 13 acres (16%) of “somewhat poorly drained” soils, and
 - Approximately 22 acres (27%) of “moderately well drained” soils.
- Ponding Frequency refers to standing water in a closed depression. The water is removed only by deep percolation, transpiration, or evaporation or by a combination of these processes. “Frequent” ponding is the most severe rating and means that ponding occurs, on the average, more than once in 2 years. The chance of ponding is more than 50 percent in any year. In this location ponding is “frequent” for approximately 48 acres (58%).
 - Hydrologic Soil Groups are C and C/D for the entire TIF Area. These soils have a slow infiltration rate when thoroughly wet. Typically, these soils contain layers that impede the downward movement of water. These soils have a slow rate of water transmission. Hydrologic soil groups are based on estimates of runoff potential.
- USGS Topographic Map, Joliet and Plainfield Quadrangles, are included as Exhibits 10 & 11. These maps show an intermittent stream (depicted by a blue dash and dotted line) immediately downstream (to the north of the TIF area); this represents a tributary of Mink Creek. These maps also show a depression (depicted by a closed contour with hash marks) along the west property line approximately midway through the property.
 - The Will County GIS Viewer also indicates three depressions on the site, two along the west property line and the other at the southeast corner of the property. See Exhibit 13 showing the 1-foot contours from 2021.
 - Drain tiles were investigated by Huddleston McBride in January 2017. Based on this investigation, drain tiles traverse the entire property across a few drainage courses. Drain tiles are installed on agricultural properties to remove water from property and alleviate the surface and ground water from saturated conditions. The presence of drain tiles on the property indicates historic flooding on the property. The current drain tile investigation shows that the drain tiles are damaged in four locations, which would hinder their function and therefore increase the potential and/or frequency of drainage problems or flooding on the property or in the area.
 - This investigation is included as Exhibit 14 of this report.
 - According to City Staff, flooding has also been observed in a few locations within the TIF area and downstream of the TIF area through unincorporated residential parcels.

Chronic Flooding Assessment

As part of the Tax Increment Allocation Redevelopment Act, there is consideration given to areas that experience “chronic flooding”. This is further defined as an area that is *“subject to (i) chronic flooding that adversely impacts on real property in the area as certified by a registered professional engineer or appropriate regulatory agency or (ii) surface water discharges from all or a part of the area and contributes to flooding within the same watershed, but only if the redevelopment project provides for facilities or improvements to contribute to the alleviation of all or part of the flooding.”*

The proposed TIF District meets the criterion for chronic flooding as evidenced by:

- Three depressional areas without a formal drainage network per USGS Topographic Maps and Will County GIS; depressed areas will remain flooded until the water is evaporated or infiltrated into the soil;
- A farmed wetland was identified on a Wetland Assessment prepared in 2021; by US Army Corps definition, this delineation indicates a history of inundation or soil saturation repeated over time.
- Drain tiles traverse the entire property across a few drainage courses, confirming historic flooding of the property. The current drain tile investigation shows that the drain tiles are damaged in four locations, which will cause flooding or increase the frequency or extent of flooding on the property.

- Soils onsite are classified by the NRCS as:
 - 100% slow or very slow infiltration rates: Stormwater reaching the property will runoff on top of the ground more than move downward through the soil. Soils having a very slow infiltration rate also often have a high water table and/or layer of clay soils, furthering potential for flooding.
 - 74% poorly drained or somewhat poorly drained; NRCS classifies soils into drainage classes based on the frequency and duration of wet periods.
 - 58% subject to frequent ponding: NRCS defines ponding as standing water in a closed depression; only to be removed by deep percolation, transpiration, or evaporation or by a combination of these processes. NRCS further defines "frequent" ponding as occurring, on the average, more than once in 2 years. The chance of ponding is more than 50 percent in any year.
- More than half of the property has a slope of 2% or less. This slope limits drainage and contributes to flooding of the property, especially with low infiltration rates due to underlying soil types.

Stormwater Measures for Development

Future development of this TIF area will need to provide stormwater management facilities in order to be developable since facilities are not in place at this time. Development of this area will result in additional runoff that will drain to downstream properties and waterbodies. Therefore, development will include stormwater controls in accordance with City, County and State requirements, such as detention to temporarily store the runoff, mitigate peak flows leaving the property, and storm sewers and grading to direct flows and mitigate erosion and sedimentation. Managing stormwater with development will alleviate the property of its chronic flooding and also offset impacts to downstream parcels and waterbodies.

Summary & Impacts

Factors of chronic flooding on the property are well documented by various government entities and other well recognized sources typically utilized by civil engineers. These factors of depressional storage areas, wetlands, slow infiltration rates, poorly drained soils, frequent ponding, and presence of drain tiles are distributed throughout the entire property. In an undeveloped state, property with chronic flooding reduces the land available for agricultural purposes and often requires additional measures to improve drainage. In the development of a site with chronic flooding, additional infrastructure, engineering and permitting are required compared to a site without chronic flooding. Stormwater management facilities are required for all properties of this size being developed, however, as a result of chronic flooding, some areas of the site may be rendered undevelopable or require soil modifications in order to be buildable, if acceptable by applicable permitting authorities.

If you have any questions or comments, please contact me directly at (815) 412-2702 or dwest@reltd.com.

Very truly yours,

Dana E. West

Dana E. West, PE, CFM, CPESC
Senior Project Manager

cc: Kane, McKenna and Associates

**CITY OF CREST HILL, ILLINOIS
NOTICE OF PUBLIC HEARING REGARDING DESIGNATION OF A
PROPOSED REDEVELOPMENT PROJECT AREA, APPROVAL OF A
REDEVELOPMENT PLAN AND PROJECT AND THE ADOPTION OF TAX
INCREMENT ALLOCATION FINANCING
“WEBER/DIVISION TAX INCREMENT FINANCE DISTRICT”**

Please take notice that on the 6th day of March, 2023, during the course of the regular City Council Meeting which commences at 7:00 o’clock p.m. at the City Council Chambers, City Hall, 1610 Plainfield Road, Crest Hill, IL 60403, or in the event that the City Government has moved to the new City Hall, then the Public Hearing shall be held at the new City Hall, 20690 City Center Boulevard, Crest Hill, IL 60403, that the Mayor and City Council of the City of Crest Hill will conduct a public hearing with regard to the designation of an area as a Redevelopment Project Area known as the “Weber/Division TIF”, together with approval of a proposed Redevelopment Plan and Project and the use of Tax Increment Financing to finance all or a portion of the Redevelopment Project costs all pursuant to the Illinois “Tax Increment Allocation Redevelopment Act,” 65 ILCS 5/11-74.4-1 et seq. (the “Act”). The proposed Weber/Division TIF is legally described as:

22-R0442

**CITY OF CREST HILL TIF DISTRICT
LEGAL DESCRIPTION**

THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 20, AND THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, ALL IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE EAST ALONG THE NORTH LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE WEST LINE OF THE EAST 165 FEET (10 RODS) OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE SOUTH ALONG SAID WEST LINE, TO THE NORTH LINE OF LOT 1 IN WEBER TERRACE SUBDIVISION IN SAID SOUTHEAST QUARTER OF SECTION 19, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R67-003059;

THENCE EAST ALONG SAID NORTH LINE AND THE EASTERLY PROLONGATION THEREOF, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE COUNTY OF WILL, STATE OF ILLINOIS FOR THE USE OF THE DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R79-025591;

THENCE SOUTH ALONG SAID EAST LINE, TO THE NORTH LINE OF MASSEY ESTATES SUBDIVISION UNIT THREE, A SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R75-023103;

THENCE SOUTH ALONG THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID MASSEY ESTATES SUBDIVISION UNIT THREE, TO THE NORTH LINE OF UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION IN SAID SOUTHWEST QUARTER OF SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R73-026685;

THENCE SOUTH ALONG THE EAST LINE WEBER ROAD AS DEDICATED PER SAID UNIT NO. 1 OF MASSEY ESTATES SUBDIVISION, TO THE NORTH LINE OF LONGMEADOW DRIVE AS DEDICATED IN CROSSROADS OF CREST HILL EAST, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SAID SECTION 20, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. R2005-026289;

THENCE EAST ALONG SAID NORTH LINE, TO THE NORTHERLY PROLONGATION OF THE EAST LINE OF WEBER ROAD AS DEDICATED IN SAID CROSSROADS OF CREST HILL EAST;

THENCE SOUTH ALONG SAID NORTHERLY PROLONGATION OF AND THE EAST LINE OF WEBER ROAD, TO THE SOUTH LINE OF SAID WEBER ROAD AS DEDICATED PER SAID CROSSROADS OF CREST HILL EAST;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF WEBER ROAD PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF

WILL, DEPARMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R95-011154;

THENCE SOUTH ALONG SAID WEST LINE AND THE SOUTHERLY PROLONGATION THEREOF, TO THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 20;

THENCE WEST ALONG SAID SOUTH LINE, TO THE EAST LINE OF SAID NORTHEAST QUARTER OF SECTION 30;

THENCE SOUTH ALONG SAID EAST LINE, TO THE EASTERLY PROLONGATION OF THE SOUTHERLY LINE OF DIVISION STREET PER DEED TO THE PEOPLE OF THE STATE OF ILLINOIS, COUNTY OF WILL, DEPARTMENT OF HIGHWAYS RECORDED AS DOCUMENT NO. R94-113214;

THENCE WEST ALONG SAID SOUTHERLY LINE OF DIVISION STREET, TO THE WEST LINE OF DIVISION STREET PER SAID DEED DOCUMENT NO. R94-113214;

THENCE NORTH ALONG SAID WEST LINE, TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 19;

THENCE WEST ALONG SAID SOUTH LINE, TO THE WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19;

THENCE NORTH ALONG SAID WEST LINE OF SAID EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 19, TO THE POINT OF BEGINNING;

IN WILL COUNTY, ILLINOIS.

Permanent Index Numbers :

11-04-19-400-009-0000

11-04-19-400-007-0000

11-04-19-400-008-0000

The proposed Weber/Division TIF consists of approximately Seventy-Five (75) Acres at the Northwest corner of Weber Road and Division Street in Crest Hill, IL.

During the public hearing, all interested persons will be given an opportunity to be heard. Further, any affected person or taxing district may file written comments or objections at the public hearing or in advance of the public hearing in the Office of the City Clerk, at the Crest Hill City Hall as described above. You are further notified that at the public hearing all persons may be heard orally regarding any issue embodied in this Notice and that the Mayor and City Council will hear all protests and objections. You are further notified that the public hearing may be adjourned to another time, date or place without further notice other than a motion entered upon the minutes fixing the time, date and place of the adjourned hearing.

The proposed Redevelopment Project and Plan contemplates a range of improvements such as design and installation of various public improvements; construction, repair and upgrade of public streets, utility and stormwater management infrastructure; signage and signals on public rights of way; development of commercial and residential properties; property acquisition, environmental remediation and generally other improvements and assistance which are set forth in greater detail in the draft Redevelopment Plan and Project. The actions by the City are intended to encourage redevelopment and investment in the proposed Weber/Division TIF and to enhance property values in the area through entering into Redevelopment Agreements, payment of Redevelopment Project Costs, and other methods contemplated or allowed by the Act.

The City of Crest Hill will implement the goals and objectives of the Redevelopment Plan through public finance techniques including but not limited to tax increment allocation financing and the issuance of one or more series of debt obligations. A draft Qualification Report and Redevelopment Plan and Project are, and have been, on file with the Office of the City Clerk, 1610 Plainfield Road, Crest Hill, Illinois 60403 and are available for public

inspection during regular business hours, may be viewed on the City's website, or may be requested by mail from the City Clerk. The draft Redevelopment Plan and Project may be amended prior to adoption in conformance with the TIF Act. For further information, please contact Jim Marino, City Administrator for the City of Crest Hill, at 815-741-5100 or by email at Jmarino@cityofcresthill.com during regular business hours.

**HONORABLE RAYMOND SOLIMAN
MAYOR, CITY OF CREST HILL**

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
February 21, 2023

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

The Pledge of Allegiance was recited in unison. Mayor Soliman asked everyone to remain standing for a moment of silence to honor the victims of the earthquake in Turkey and Syria and to the three young lives taken at Michigan State University. We extend our condolences to all the families of the victims and to keep in our prayers the first responders, construction workers, nurses, doctors and everyone else helping.

Roll call indicated the following present: Mayor Raymond Soliman, City Clerk Christine Vershay-Hall, City Treasurer Glen Conklin, Alderman Scott Dyke, Alderman John Vershay, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Joe Kubal.

Also present were: City Administrator Jim Marino, Director of Public Works Mark Siefert, Finance Director Lisa Banovetz, Deputy Chief Ryan Dobczyk, City Attorney Mike Stiff.

Absent were: Alderman Darrell Jefferson, Alderman Nate Albert, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Planner Maura Rigoni.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the regular meeting held on February 6, 2023 for Council approval.

(#1) Motion by Alderwoman Gazal, seconded by Alderman Dyke, to approve the minutes from the regular meeting held on February 6, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

Mayor Soliman presented the minutes from the work session held on February 13, 2023 for Council approval.

(#2) Motion by Alderwoman Gazal, seconded by Alderman Vershay, to approve the minutes from the work session held on February 13, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

ABSTAIN: Ald. Kubal.

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

Mayor Soliman asked to deviate from the regular agenda to introduce a business promotion for Don White from White Smoke & Ash located at 2301 Plainfield Road in Crest Hill. Mr. White explained how the business started and how proud they are of the business. Mr. White stated this is more than a smoke shop and a cigar lounge, it is a melting pot of great people. Mr. White thanked the City of Crest Hill and law enforcement for the opportunity to have a successful business with diversity to the City of Crest Hill.

Many Council members thanked and congratulated Mr. White for running a good business and for investing in Crest Hill.

CITY ATTORNEY: City Attorney Mike Stiff requested approval for a Resolution Declaring Mechanical Concepts of Illinois, Inc. in default on its Contract with the City of Crest Hill for Mechanical Services, dated March 25, 2020 terminating the Contract, and authorizing the City Attorney to notify the Surety and make claim on the Performance Bond dated April 9, 2020 per the memo dated February 21, 2023. Attorney Stiff informed Council he sent a letter declaring a default on the contract and informing them we are considering termination. Attorney Stiff stated the letter was sent by certified mail to the attorney in New York and to Hudson Insurance, as well. Attorney Stiff stated the certified mail to the attorney in New York was returned undeliverable, but he is not concerned since Hudson Insurance package was delivered by FedEx.

(#3) Motion by Alderperson Oberlin, seconded by Alderman Cipiti, to approve a Resolution Declaring Mechanical Concepts of Illinois, Inc. in default on its Contract with the City of Crest Hill for Mechanical Services, dated March 25, 2020 terminating the Contract, and authorizing the City Attorney to notify the Surety and make claim on the Performance Bond dated April 9, 2020 per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

There being six (6) affirmative votes, the MOTION CARRIED.
Resolution #1165

CITY ADMINISTRATOR: City Administrator Jim Marino provided City Council members the option to vote for all twenty-two (22) change orders as one vote or separate votes and it was decided to have one vote for all twenty-two (22) change orders listed per the memo dated February 21, 2023.

1. Approve Change Order with CCI Flooring, Inc. for a credit in the amount of (\$7,950.00) for the sealing of the concrete floor in the basement which was determined it was not necessary.
2. Approve Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$3,891.00 for miscellaneous wall patching throughout the building.

3. Approve Change Order with Cosgrove Construction for Construction Work at the City Center in the Amount of \$6,200.00 for work on door hardware, wi-fi locks, exchanging door hardware, and electric strikes.
4. Approve Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$7,250.00 for final touchup paint that was needed when repairs were done throughout the building.
5. Approve Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$3,500.00 for repainting the north wall only in the City Hall lobby.
6. Approve Change Order with Cosgrove Construction, Inc. for Construction Work at the City Center in the Amount of \$33,491.00 for various repainting, dry wall patching, masonry patching, repairing of scuffs and metal finishes throughout the building.
7. Approve Change Order with D. Kersey Co. for Construction Work at the City Center in the Amount of \$2,745.00 for providing wi-fi lock sets for doors.
8. Approve Change Order with Low Voltage Solutions, Inc. for Construction Work at the City Center in the Amount of \$0.00 for them to take the microphone bases we are currently using at the dais and reuse them for the microphones at the dais in the new Council Chambers. This change order is just to acknowledge the moving of the microphones.
9. Approve Change Order with Low Voltage Solutions, Inc. for Construction Work at the City Center in the Amount of \$5,042.50 for additional security camera location in the juvenile patrol area of the Police Department, and the wiring and swapping out of the existing cameras in the utility clerk area.
10. Approve Change Order with Low Voltage Solutions, Inc. for Construction Work at the City Center in the Amount of \$3,450.00 for wiring and tagging of the card reader access doors in the Police Department and some areas of City Hall.
11. Approve Change Order with Low Voltage Solutions, Inc. for Construction Work at the City Center in the Amount of \$3,285.00 for relocating a strobe light in the Police Department to another location to meet the requirements of the Fire Department.
12. Approve Change Order with Low Voltage Solutions, Inc. for Construction Work at the City Center in the Amount of \$10,473.00 for cabling work in various rooms throughout City Hall and the Police Department.
13. Approve Change Order with Michael Hutchings, LLC for Construction Work at the City Center in the Amount of \$7,640.00 for furnishing and installing the solid surface counter tops and the base cabinets in the Police Department and the City Clerk's Office.

14. Approve Change Order with Nu Veterans Construction Services for Construction Work at the City Center in the Amount of \$35,600.00 to install rubber stair treads in the building.
15. Approve Change Order with Omega Plumbing for Construction Work at the City Center in the Amount of \$3,836.00 for a water line needed in the Police Department.
16. Approve Change Order with Superior Labor Solutions for Construction Work at the City Center in the Amount of \$2,750.00 to sweep and scrub the basement concrete floor.
17. Approve Change Order with Techlife for Construction Work at the City Center in the Amount of \$9,475.00 to add card readers for the Police Department on specific doors and for software licenses for services and connections.
18. Approve Change Order with Techlife for Construction Work at the City Center in the Amount of \$14,885.00 for access-controlled software licensing for door access control.
19. Approve Change Order with Timm Electric for Construction Work at the City Center in the Amount of \$2,890.00 for furnishing and installing a new feed for electrical wiring on an outside light pole.
20. Approve Change Order with Weathershield, LLC for Construction Work at the City Center in the Amount of \$1,765.00 to install caulk and joint filler expansion joints in the Sally Port in the Police Station.
21. Approve Change Order with Warehouse Direct for Construction Work at the City Center in the Amount of \$6,315.00 for filing cabinets in the building department.
22. Approve Change Order with Warehouse Direct for Construction Work at the City Center in the Amount of \$29,965.00 for signage on the inside of building.

Alderman Cipiti asked if there is a total of all the change orders listed tonight. Alderwoman Gazal stated it is in the memo and it is in the amount of \$194,448.50. Alderman Cipiti asked how close does this bring us to our budget of \$750,000.00. Administrator Marino answered approximately \$700,000.00.

Alderwoman Gazal stated the Council Chambers is looking amazing and thanked Shawn Thompson from Harbour for fixing the cabinets paint color. Alderwoman Gazal stated no one is happy with all the change orders but it is something we can put behind us and she is happy to see the progress.

(#4) Motion by Alderwoman Gazal, seconded by Alderperson Oberlin, to approve the twenty-two (22) change orders for construction work at the City Center in the total amount of \$194,448.50 as listed in the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

Administrator Marino requested to approve a Resolution authorizing the participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorizing the Mayor or his designee to approve a contract with the lowest cost electricity provider for a period up to 36 months per the memo dated February 21, 2023. Administrator Marino explained our current contract expires in May 2023 and the new contract bid day is March 2nd. In order to approve the bid, we would need to pass a resolution. Administrator Marino introduced Adam Hoover from NIMEC to answer any questions regarding the bidding process. Adam explained group bidding is where they pull all municipality contracts together and purchase energy in a bulk purchasing system which allows lower rates for everyone involved. Adam also explained the downside to the bidding is the rate is only good for one day, which is March 2nd at 5pm and in order to accept the quoted rates from the low bidder the City Council needs to approve a contract with the lowest bidder and designate someone to have signing authority. The current commercial rate for ComEd is 9.665 cents and the rate for Constellation is currently at 4.316 cents and NIMEC is expecting more favorable rates with Constellation than with ComEd.

(#5) Motion by Alderperson Oberlin and seconded by Alderwoman Gazal to approve a Resolution authorizing the participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and authorizing the Mayor or his designee to approve a contract with the lowest cost electricity provider for a period up to 36 months per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

Resolution #1166

PUBLIC WORKS DEPARTMENT: Public Works Director Mark Siefert requested approval of pay request #1 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement per the memo dated February 21, 2023. Director Siefert explained this pay request in the amount of \$1,135,992.60 will be submitted to IEPA and once we receive the check we will then cut the check for Vissering Construction Inc.

(#6) Motion by Alderperson Oberlin and seconded by Alderman Dyke to approve a pay request from #1 Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

CITY ENGINEER: Director of Public Works Mark Siefert requested approval, on behalf of City Engineer Ron Wiedeman, for approval of a contract with Christopher Burke to do design engineering services on the water main replacement and roadway rehabilitation for Parkrose from Gaylord to Sweetbrier Street. Director Siefert stated this was presented at the January 23, 2023 work session for a total amount of \$79,955.00; in which \$32,500.00 would be paid from the 2023 fiscal year budget and the difference would come from the 2024 fiscal year budget.

(#7) Motion by Alderperson Oberlin and seconded by Alderwoman Gazal for the approval of Parkrose from Gaylord to Sweetbrier Street water main replacement and roadway rehabilitation project-design engineering services in the amount of \$79,955.00 per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

Alderwoman Gazal stated residents are asking for a light at the entrance of Willow Falls and after discussing with City Engineer Ron Wiedeman it was said that ComEd would charge the City of Crest Hill \$20,000.00 to \$25,000.00 to install a light pole at the entrance and pay for the cost of the electricity supplied. Alderwoman Gazal asked what would the City's liability be if the City would choose not to install a light pole and does the City need to have a policy for guidelines on installations of such? City Attorney Mike Stiff responded stating there is an Illinois Tort Immunity Act with a host of immunities in which the City would be immune from lawsuits against certain claims. Attorney Stiff explained the City is not required to put a light pole up every time a resident requests one or if it presents a *potential* danger; you can't do everything every person asks. Attorney Stiff stated his initial thought is there would be very little to no liability for the City but would like to research this item.

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

POLICE DEPARTMENT: Deputy Chief Ryan Dobczyk stated he has no agenda items for discussion but would like to report some good news. Deputy Chief Dobczyk informed Council he recently had the privilege to attend the Law Enforcement Torch Run Conference for Illinois in Bloomington, Illinois. Deputy Chief Dobczyk stated at the conference they celebrated the athletes of the Special Olympics and recognized many departments statewide for their fundraising efforts throughout the year. Deputy Chief Dobczyk announced that our previous high fundraising total was \$5,900.00 and in 2022 our new high fundraising total is \$10,693.50 for Special Olympics. Deputy Chief Dobczyk thanked the Mayor, Council, Elected Officials, City employees, members of the Police Department and residents for their joint partnership and generosity. Deputy Chief Dobczyk announced the Polar Plunge is coming up and if you would like to be a part of that contact Officer Outlaw or himself and we also have apparel for sale and all purchases go towards Special Olympics. The reports were on file.

Several members of the City Council and the Mayor thanked all involved with the fundraising for all their hard work and dedication that goes into this great cause.

MAYOR: Mayor Raymond Soliman requested to approve the appointment of the Finance Director Lisa Banovetz to the office and position of Budget Officer per the memo dated February 21, 2023.

(#8) Motion by Alderwoman Gazal and seconded by Alderperson Oberlin to approve the appointment of the Finance Director Lisa Banovetz to the office and position of Budget Officer per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

Mayor Soliman announced the Veterans and Police Memorial Committee would like to have a meeting Tuesday, February 28, 2023 at 11:00a.m. in the Council Chambers for the rededication of the new Police and Veterans Memorial Garden which is now located at the new City Center.

CITY CLERK: City Clerk Christine Vershay-Hall had no agenda items for discussion.

CITY TREASURER: City Treasurer Glen Conklin requested to adopt the 50th percentile proposed salary range from the GovHR Compensation Study and adopt the proposed Open Range Merit Plan, as presented per the memo dated February 21, 2023.

(#9) Motion by Alderperson Oberlin and seconded by Alderman Dyke to adopt the 50th percentile proposed salary range from the GovHR Compensation Study and adopt the proposed Open Range Merit Plan, as presented per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

City Treasurer Glen Conklin presented the list of bills through February 21, 2023 in the amount of \$2,324,962.16 for Council approval per the memo dated February 21, 2023.

(#10) Motion by Alderperson Oberlin and seconded by Alderman Cipiti to approve the List of Bills through February 21, 2023 in the amount of \$2,324,962.16 per the memo dated February 21, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

City Treasurer Glen Conklin presented the regular and overtime payroll from January 30, 2023 through February 12, 2023 in the amount of \$241,379.23.

Alderwoman Gazal asked when are we planning on meeting for the salary proposed budget for some of the department staff who qualify for a higher increase? City Administrator Marino stated he would have to look at the policy and it would be a matter of following through and recommending an appropriate compensation in that range and then bring to Council to consider.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: Alderperson Oberlin announced The Lidice Memorial ceremony is scheduled for Sunday, June 11, 2023 at 11:00am at the Lidice Memorial Garden.

COUNCIL COMMENTS: Alderperson Oberlin congratulated the business White Smoke & Ash again on doing a great job and to the Police Department for all their hard work and dedication and also to Director of Finance Lisa Banovetz for her appointment to Budget Officer.

Alderwoman Gazal wanted to take a moment again to reflect on all the lives lost and displaced from the earthquake in Turkey and Syria and realize how blessed we are in our Country.

PUBLIC COMMENT: There were no public comments.

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

(#11) Motion by Alderman Dyke and seconded by Alderman Vershay to adjourn the February 21, 2023 Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert.

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

The meeting was adjourned at 7:56 p.m.

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
February 27, 2023

The February 27, 2023 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 1610 Plainfield Road Crest Hill, Will County, Illinois.

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

Also present were: Administrator Jim Marino, City Engineer Ron Wiedeman, Police Chief Ed Clark, Building Commissioner Don Seeman.

Absent were: Director of Public Works Mark Siefert, Interim Planner Maura Rigoni, Finance Director Lisa Banovetz, City Attorney Mike Stiff.

TOPIC: Relocate Audio-Visual Equipment

City Administrator Jim Marino explained this is for information purposes only. Shawn Thompson from Harbour would like to start relocating the audio-visual equipment, that cable uses to broadcast the meetings, to the new City Center. Administrator Marino stated it would take three weeks to get all the equipment moved and then Ron Romero and his staff will need to be trained. Administrator stated they would like to start moving the equipment March 6th which means the meeting would be recorded with a stationary camera and then uploaded to YouTube until we are moved. Mayor Soliman confirmed that the meetings would not be televised live.

Mayor Soliman asked if there were any questions or discussions from the Council. There were no discussions or questions asked.

TOPIC: Stone Sign Police Department Discussion

City Engineer Ron Wiedeman was asked to get information for the stone sign similar to the sign located at Public Works. Engineer Wiedeman informed Council the estimated cost would be around \$10,000.00 - \$12,000.00. This estimate would include:

1. Purchase of a stone similar in size of stone at Public Works.
2. Engraving of the City logo and names of officers or name of Police Department.
3. Landscaping.
4. Solar Lighting.
5. Installation of the sign on a concrete footing.

Engineer Wiedeman stated the estimate is similar to the estimate we received for the City welcome signs.

Engineer Wiedeman stated if Council approves this; there are options available as follows:

1. Reach out to a supplier and get a cost to purchase and engrave and have installed by Public Works.

2. Add the work to the City Center driveway entrance contract. If this option is chosen there would be additional engineering fees estimated between \$2,000.00 and \$3,000.00.
3. Approach the contractor that is awarded the City Center driveway signs contract and include this as a change order.
4. Table this for now and decide at a later date.

Alderson Oberlin commented that we just do not do this which was already discussed, and most Council members were not in agreement. Alderson Oberlin also stated this is an unnecessary expense and we already have a beautiful memorial to those police officers.

Mayor Soliman stated he still thinks the stone would be a tremendous tribute to the officers and their families of what they have sacrificed for the City of Crest Hill.

Alderman Jefferson asked if we have other fallen officers would their name be added to this stone? Engineer Wiedeman explained we would have to have the company come out and engrave the stone at that time and this stone would need to be large enough to add additional names.

Mayor Soliman stated this idea came from the past Police Chief Dwayne Wilkerson.

Alderman Albert commented that we are talking about two different things, the stone, and the renaming of the Police Department after the slain officers.

Mayor Soliman asked what Alderman Albert what his choice would be naming the Police Department? Alderman Albert stated his vote would be Crest Hill Police Department.

Alderman Dyke asked if we would have another stone saying City Hall? Mayor Soliman stated there would be signage for both the Police Department and City Hall as you enter the grounds.

Mayor Soliman asked for an informal vote on renaming the Police Department with a memorial stone. All members present were in agreement not to rename the Police Department with a memorial stone.

TOPIC: City Welcome Signage

City Engineer Ron Wiedeman informed Council that the plan for the City welcome signs have been completed by Hitchcock Design Group and are ready to go out to bid.

Engineer Wiedeman stated the plans call for the fabrication and installation of stone signs at three primary locations and four secondary locations. He also stated it is anticipated the locations where signs will be installed will have in place easements or IGA's required for installation by this summer.

Primary Locations:

- Sign #1 Renwick & Gaylord
- Sign #2 Weber Road
- Sign #3 Broadway (Route 53)

Secondary locations:

- Sign #1 Division at Gaylord
- Sign #2 Division at the City's Eastern corporate limits
- Sign #3 Gaylord South of six (6) corners and Route 30 intersection
- Sign #4 Caton Crest Drive

Engineer Wiedeman also stated all sign locations would have landscaping and lighting system to luminate the sign from the ground. The primary locations would have ComEd service drops which will be lit at all times and the secondary locations will have solar panels. Engineer Wiedeman informed Council they are currently coordinating with ComEd for the service drops and will be coming to Council at a later date with a proposal in the amount of \$3,700.00 to coordinate the service drops.

Further discussion regarding signage placement on Route 53.

Alderman Gazal asked what is the estimated completion date? Engineer Wiedeman stated an estimation of completion would be October 25th of 2023. Alderman Cipiti asked if the digital signs will be the same completion date? Engineer Wiedeman stated they are still working on the easements for the digital signs, and this should hopefully be completed by the end of 2023.

Alderman Albert asked why we are not focusing on changing the Welcome sign at our current location (1610 Plainfield Road) location on Theodore Street and Plainfield Road? Engineer Wiedeman stated because we cannot get the right-of-way from the State of Illinois. He also stated this will be left to negotiate with the sale of the building since we don't know what the redevelopment is of this site. Alderman Albert stated since there is no timeline of redevelopment at this current property, he feels the welcome sign should be included now for the sign to match our other signage. Further discussion regarding welcome sign at our current location.

Mayor Soliman asked for an informal vote, on directing staff to move forward with the bidding project and bring back a recommendation of award for Council to consider. All members present were in agreement of moving forward with the bidding project for a recommendation of award.

Mayor Soliman asked for an informal vote, to execute a professional service agreement with Christopher B. Burke Engineering to perform service coordination for an amount not to exceed \$3,700.00. All members present were in agreement to execute a professional service agreement with Christopher B. Burke Engineering for an amount not to exceed \$3,700.00.

Mayor Soliman asked if anyone disagreed with not including the welcome sign at our current location. All members present were in agreement to not include the welcome sign.

TOPIC: City Center Signage at Driveway Entrances

City Engineer Ron Wiedeman informed Council that Hitchcock Design Group has completed the final plans for the City Center driveway entrances. He also stated these signs will correspond to each driveway locations and will match the secondary signs that are being installed throughout the City. Engineer Wiedeman stated the only difference is there

will be no lighting on these signs, the lighting from the roadway is anticipated to be enough. He also stated each sign will have landscaping matching throughout.

Engineer Wiedeman informed Council the estimated cost would be around \$45,000.00 for current engineering which is \$40,000.00 for construction cost and \$5,000.00 for construction engineering in the year 2024 budget.

Mayor Soliman asked for an informal vote on directing staff to move forward on a bidding project and bring back a recommendation of award for Council to consider and to direct staff to include construction cost and any remaining construction engineering expenses in the 2023/2024 City budget. All members present were in agreement to move forward with the bidding project and to include construction and any remaining construction engineering expenses in the 2023/2024 City budget.

City Engineer Ron Wiedeman informed Council on the March 13, 2023 Work Session meeting he will have a three (3) year capital program to review with Council before publishing on the website.

TOPIC: City Center Testing and Inspection Services

Administrator Marino previously contracted with Seeco Construction to perform testing and inspection services during the initial construction of the City Center building in July 2020. These services would have included testing and inspection of concrete, masonry, asphalt, earthwork compaction, and structural steel. Administrator Marion stated some of the testing was only partially done. He also stated Seeco Construction was never contacted to come back and conduct further testing. Administrator Marino stated it would make sense to have Seeco Construction come and complete the testing and inspection work. Administrator Marino stated we have the proposal from Seeco Construction and provide a report of their detailed findings.

Aldersperson Oberlin asked was this not part of the original contract to perform these inspections? Building Commissioner Don Seeman stated it was a part on the original contract and the manager of the building was responsible to call and schedule the inspections which was not done. Aldersperson Oberlin asked when we paid the contract was the inspections not paid for? Administrator Marino stated we only paid for inspections as they were done. Aldersperson Oberlin stated she thinks it is odd that the inspection company did not ask about additional inspections.

Alderman Cipiti asked Building Commissioner Seeman how thorough of an inspection will be done since you can't see certain things. Commissioner Seeman stated you will be able to see in the basement of the building the connections of the columns to the beams but you will not be able to see every weld or base connection under the concrete. Further discussion was followed regarding what each testing and inspection would look at.

Alderman Cipiti asked would Seeco Construction guarantee their inspection? Commissioner Seeman stated they would guarantee what they inspect and if any issues are identified, they will not make any recommendations on what should be done. Commissioner Seeman stated any identified issues will have to go back to United, who is the architect of record, to direct any corrections, if any.

Mayor Soliman asked for an informal vote for a recommendation to approve the contract with Seeco Construction Services in the amount of \$9,660.00. All members present were in agreement to approve the contract with Seeco Construction Services in the amount of \$9,660.00.

TOPIC: Purchase Computers and Monitors

Police Chief Ed Clark requested an authorization to purchase computers and monitors for the Police Department Security Room. Chief Clark stated the Police Station needs an additional Dell Tower Computer for the security room, which this equipment was not included in the original proposal with Techlife. Chief Clark also stated this computer is needed to complete the configuration of the design and functionality of our camera viewing capabilities. Chief Clark informed Council the estimated price to purchase this equipment is \$2,429.99 and two (2) Dell monitors estimated at a cost of \$219.98 for a total cost of \$2,649.97.

Mayor Soliman asked for an informal vote to authorize the purchase of a Dell computer and monitors in the amount of \$2,649.97. All members present were in agreement to authorize the purchase of a Dell computer and monitors in the amount of \$2,649.97.

PUBLIC COMMENTS: There were no public comments.

MAYORS UPDATES:

Mayor Soliman informed Council that he received a call from Cornerstone Stepping Stones Director, Larry Sorenson. Mayor Soliman stated he was wanting to know if anyone at the City Council of Crest Hill had any objections regarding building between the A frame and the Immediate Care Center. This is an eight (8) unit apartment building for woman and their children with addiction problems with a manager on site 24 hours a day and 7 days a week. Treasurer Conklin stated this will be a great visual approval from our current location. This will house seven (7) women with up to two children under the age of five years during their recovery. Mayor Soliman stated this did pass Joliet's Plan Commission and will now go before the City of Joliet Council.

Mayor Soliman asked if any Council members have any objections? There were no objections.

Treasurer Conklin added he will be at the meeting and will inform City of Joliet that we approve and encourage this site.

COMMITTEE/LIAISON UPDATES:

There were no committee updates.

CITY ADMINISTRATOR UPDATES:

Administrator Marino requested direction on what size sign will we be going with on the sign behind the dais at the new City Center, to be provided with a quote from Christy at Warehouse Direct.

Aldersperson Oberlin stated Director of Public Works Mark Siefert was going to reach out to another company to compare costs.

Administrator Marino informed Council there is a call scheduled for Wednesday with Hudson Insurance Agency regarding the cancellation of Mechanical Concepts Contract and see how we can move forward. Attorney Mike Stiff informed Council the City did receive a Notice of Assignment for the Benefit of Creditors for Mechanical Concepts proving they are out of business.

EXECUTIVE SESSION:

Mayor Soliman announced that there is a need for an executive session on (5 ILCS 120/2(c)(1)).

(#1) Motion by Aldersperson Oberlin second by Alderman Cipiti to go into executive sessions on (5 ILCS 120/2(c)(1)).

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Executive Session 8:03p.m.

(#2) Motion by Alderman Jefferson seconded by Aldersperson Oberlin to reconvene from the executive session on (5 ILCS 120/2(c)(1)).

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened at 10:21p.m.

The meeting was adjourned at 10:22 p.m.

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR



Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Jim Marino, City Administrator Don Seeman, Building Commissioner
Department:	Administration
Agenda Item:	Approve a Contract with Seeco Consultants Inc. to Conduct Inspection and Testing Services at the City Center Building in the Amount of \$9,660.00.

Summary: Seeco Construction Services, Inc. was contracted to perform testing and inspection services during the initial construction of the city center building in July 2020. These services included testing and inspections for concrete, masonry, asphalt, earthwork compaction, and structural steel. Tests and inspections were performed for the footing soil compaction in most, but not all areas. Similarly, tests and inspections of the concrete and rebar were performed only for portions of the footings. For unknown reasons Seeco was not contacted to conduct testing and inspections for the concrete walls and floor, and the other construction work listed in their proposal.

Because all the tests and inspections were not performed during construction, tests and inspections of the completed work should be conducted, to the extent possible, to make sure the construction was performed correctly.

In addition to Seeco being contracted to conduct testing and inspections during the building construction they were engaged to perform soil and concrete testing services last year when the memorial garden and concrete pads were installed. Seeco is a well-established company used by many municipalities to conduct asphalt and concrete testing during road construction projects. We have utilized their services for this purpose.

Don Seeman obtained a proposal from Seeco to conduct testing and inspections of the completed building construction. As indicated in the attached proposal, Seeco will prepare a report detailing their findings, including any found non-compliant areas and recommended remedial measures if so required.

The cost for this work should not be considered an additional cost because we would have incurred a similar cost if the work was performed by Seeco as originally intended. The original contract was to be billed on a time a materials basis, thus a total amount for their services was not known at that time.

Recommended Council Action: Approve a contract with Seeco Consultants Inc.

Financial Impact:

Funding Source: General Fund Balance

Budgeted Amount: Original City Center Budget Amount

Cost: \$9,660.00

Attachments: Seeco contract

February 24, 2023

Mr. Don Seeman
City of Crest Hill
1610 Plainfield Road
Crest Hill, IL 60403

PROPOSAL & CONTRACT

Limited Inspection and Testing Services
Of New Village Hall and Police Facility
Crest Hill, IL

Dear Mr. Seeman,

Per our site meeting of February 2, 2023, SEECO Consultants Inc. is pleased to present our proposal for this project. Experienced Field Engineers and a Principal Registered Structural Engineer of Illinois, Collin W. Gray, S.E., P.E., will inspect the subject structure. The testing and inspection is intended to provide an indication of whether the construction was in compliance with the Plans and Specifications as prepared by United Architects, LTD and will be limited to areas accessible and visible and is anticipated to encompass a day onsite.

The following scope of work is proposed:

- Observe and torque test as applicable/visual welded and bolted connections to verify compliance with plans and specifications
- Observe concrete foundation walls and floor slabs as accessible and document areas with potential non-compliant conditions. Utilization of a Datascan to verify rebar is present.
- Perform Windsor Probe testing on six (6) representative areas of concrete to verify compressive strength.
- Observe and document masonry conditions
- Licensed Structural Engineer of Illinois will observe structural components, as visible and accessible for compliance with plans and specifications. Included will be observations of pass through added doorway and slab on grade supported columns, as well as drainage beam support areas.
- Observe and document other items per in field discussions with Harbour personnel.
- Prepare a report detailing the results of our findings. The report will be prepared by a licensed Structural Engineer of Illinois with over 55 years of experience. The report will

PROPOSAL & CONTRACT

Limited Inspection and Testing Services
Of New Village Hall and Police Facility
Crest Hill, IL

February 24, 2023
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include a narrative describing areas observed and tested, methods of testing, test results, areas documented to be non-compliant with the plans and specifications and recommendations for remedial measures, if warranted. Locations addressed will be marked on copies of the structural plans and photographs will be provided also. One (1) paper copy and a PDF of the report will be provided.

This inspection/observation/testing will only address areas and components as accessible and available and will provide documentation with regards to compliance with the Contract Plans and Specifications as prepared by United Architects, Ltd. Dated December 30, 2019. A lift to access above grade areas will be provided at no cost to SEECO.

The cost for the afore stated services will be **\$9,660.00** as detailed below with invoicing terms being net 30 days from date of invoice.

Field Engineers/Technicians	
Estimate 18 hrs @ \$135.00/hr	\$ 2,430.00
Travel Costs	
Lump Sum	\$ 100.00
Windsor Probe Probes	
Estimate 8 sets of 3 @ \$50.00/set	\$ 400.00
Windsor Probe Rental	
Estimate 1 day @ \$200.00/day	\$ 200.00
DataScan Rental	
Estimate 1 day @ \$300.00/day	\$ 300.00
Principal Licensed Structural Engineer	
Estimate 14 hrs @ \$200.00/hr	\$ 2,800.00
Project Manager	
Estimate 4 hrs @ \$145.00/hr	\$ 580.00
Project Engineer	
Estimate 10 hrs @ \$140.00/hr	\$ 1,400.00
Staff Engineer/ACAD	
Estimate 8 hrs @ \$120.00/hr	\$ 960.00
Technical Typist	
Estimate 7 hrs @ \$70.00/hr	\$ 490.00
TOTAL:	\$ 9,660.00

PROPOSAL & CONTRACT

Limited Inspection and Testing Services
Of New Village Hall and Police Facility
Crest Hill, IL

February 24, 2023
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We will proceed with the work as outlined after we receive a signed copy of this proposal and contract. It should be noted that the attached General Conditions are an integral part of our contract for professional services and that by signing and dating this proposal and contract, it is represented that you have read this proposal and the attachments in their entirety and accept the terms and conditions set forth.

APPROVED:

Name of Firm

Authorized Signature

Date

Please sign one copy and return it to our
office and retain one copy for your files.

DCC:arm

Attachment

Respectfully submitted,

SEECO Consultants, Inc.



Donald C. Cassier
Director of Field Services



Collin W. Gray, S.E., P.E.
President

Scope of Work

SEECO Consultants Inc. (hereinafter called SEECO) shall perform the services defined in this contract and shall invoice the Client for those services at the stated amount or standard rates shown on the attached fee schedule. The estimate of cost to the Client as stated in this contract shall not be considered as a firm figure, but only an estimate unless otherwise specifically stated in this contract. SEECO will provide additional services under this contract as requested by the Client and invoice the Client for those additional services at the standard rates, as quoted. Contract does not include the provision for prevailing wage rates unless otherwise stated. Acceptance of services proposed herewith - prior to contract execution- implies and constitutes acceptance of rates and conditions set forth in this contract unless explicitly agreed upon mutually in writing prior to inception of services.

Soil Boring Locations

It is understood that the Client will furnish SEECO with a diagram indicating both the location of the site and the borings on that site. SEECO reserves the right to deviate a reasonable distance from the boring location specified unless this right is specifically revoked by the Client in writing at the time the location diagram is supplied. SEECO reserves the right to terminate this contract if conditions preventing the drilling at the specified locations are encountered which were not made known to SEECO prior to the date of this contract. SEECO will contact the underground utility locate network responsible in the locale being drilled. However, SEECO is not responsible for damage to underground utilities that are not marked, located or mislocated/mismarked whether said utility is party to the locating network or not. Client is responsible for locating proprietary utilities and/or underground structures and appurtenances. SEECO will backfill the boreholes with soil cuttings and match the surface to existing conditions, unless otherwise stated in the contract. SEECO is not responsible to maintain boreholes beyond initial backfilling, for any repair of settled backfill, or any costs associated with potential borehole settlement, including reparations or personal injury beyond our active on site exploration time.

Construction Observation and Testing

Unless otherwise stated in contract, field personnel charges are subject to an eight hour minimum, including portal-to-portal travel time. Any cancellations onsite will incur said eight hour minimum. Cancellations after travel time has commenced will incur a minimum charge of 3 hours to the client.

Access to Sites

Unless otherwise agreed, the Client will furnish SEECO with right-of-access to the site in order to conduct the planned investigation or inspection. SEECO will take responsible precautions to minimize damage to the site due to its operations, but has not included in the fee the cost of restoration of any damage resulting from the operations. This includes crop damage/restoration costs. If the Client desires, SEECO will restore any damage to the site and add the cost of restoration to the fee stated in the proposal contract.

Samples/Reports

All samples of soil and rock will be discarded 60 days after submission of the report unless the Client advises SEECO in writing to the contrary. SEECO will furnish three copies of each report to the client.

Subcontracts/Assignments

SEECO reserves the right to subcontract drilling and related support services to SEECO Environmental Services Inc. and construction inspection, observation and testing services to SEECO Construction Services, Inc. Subcontracting rights are not limited to stated services or entities. Client may not assign this contract without express written consent of SEECO.

Invoices

Invoices will be submitted once a month for services performed during the prior month. Payment will be due within 30 days of receipt of invoice unless otherwise stated in contract. Interest will be added to delinquent accounts at the rate of two percent per month for each month of delinquency. The billing rates as described in the contract may be increased on the annual anniversary of the effective date of this contract at an annual rate not to exceed 10%. Any and all costs incurred in collecting delinquent invoices, including but not limited to legal fees, filing fees and costs, court costs, etc. will be added to the amount due.

Liability

SEECO is protected by Workman's Compensation Insurance (and/or employer's liability insurance) and by public liability insurance for bodily injury (limit \$1,000,000) and property damage (limit \$1,000,000) and will furnish certificates of insurance upon request. Within the limits of the insurance, SEECO agrees to save the Client harmless from loss, damage, injury or liability arising directly from the negligent acts or omissions of SEECO and its employees. If the Client's contract places greater responsibility upon SEECO or requires increased insurance coverage, SEECO will, if specifically directed by the Client, take out additional insurance, if obtainable, at the Client's expense, but will not be responsible for property damage from any causes, including fire and/or explosion beyond the limits of the insurance coverage.

Limitation of Liability

The Client recognizes the inherent risks connected with construction. In performing their professional services, SEECO will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of their profession practicing in the same or similar locality. No other warranty, express or implied, is made or intended by the proposal for consulting services or by furnishing oral or written reports of the findings made. It is agreed that the Client will limit any and all liability, claim for damages, cost of defense, or expenses to be levied against SEECO on account of any design defect, error, omission, or professional negligence to a sum not to exceed \$1,000.00. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report or study prepared by SEECO of such limitation of liability for design defects, omissions, or professional negligence, and require as a condition precedent to their performing the work a like limitation of liability on their part as against SEECO. In the event the Client fails to obtain a like limitation of liability provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and SEECO in such a manner that the aggregate liability for SEECO for such design defect to all parties, including the Client shall not exceed \$1,000.00. Limitation of liability stated herewith is extended to include SEECO Construction Services, Inc. and SEECO Environmental Services, Inc., and any and all officers, shareholders, employees and/or agents of SEECO Consultants Inc., SEECO Construction Services, Inc. and/or SEECO Environmental Services, Inc.



Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Jim Marino, City Administrator
Department:	Administration
Agenda Item:	Approve a proposal with Kirwan Mechanical Service to perform inspection and testing services on the mechanical system at the city center building in the amount of \$10,160.00

Summary: Mechanical Concepts installed the air conditioning and heating (HVAC) system in the city center building and is no longer in business. At the February 20 council meeting the city council voted to terminate our contract with Mechanical Concepts. Mike Stiff subsequently notified the insurance company holding the bond for Mechanical Concepts (Hudson Insurance) that the contract was terminated.

During a call with Hudson Insurance this week, we requested their consent to engage Kirwan Mechanical Service to conduct an inspection and testing of the mechanical system to determine what needs to be done to complete the installation and to evaluate the condition of the HVAC system. The city uses Kirwan to maintain the HVAC systems in our existing facilities. The attached proposal needs to be approved so Kirwan can perform their inspection and tests. The proposal includes two options. Option 1 is recommended but option 2 is not necessary.

Recommended Council Action: Approve a proposal with Kirwan Mechanical Service to perform inspection and testing services on the mechanical system at the city center building in the amount of \$10,160.00

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$0.00

Cost: \$10,160.00 (\$7,480 plus \$2,680 for option 1)

Attachments: Kirwan proposal

Harbour Contractors, Inc.
23830 W. Main St.
Plainfield, IL 60544

February 13, 2023

Attn- Shawn Thompson

RE- Crest Hill City Center HVAC/Mechanical inspection proposal.

Shawn-

Thank you for inviting us to potentially work on this project. This proposal includes complete inspection, testing and suggestions on the newly installed systems. Once we complete the on-site inspections, we'll generate a detailed list of performance and suggestions (if any).

Included-

- Generate an inventory of the installed equipment, verification that the proper equipment sizes have been installed as directed by the M sheets.
- Testing of the heating operation.
 - Verify gas pressure, heat rise and venting pressure are within proper range.
 - Verify the condensate piping and traps are correct.
- Testing of the cooling operation.
 - Verify the pressure & temperature performance of the refrigeration circuits.
- Testing of the economizer operation.
 - Verify the low ambient cooling operation, air volume and damper operation.
- Testing of the exhaust fans, unit heaters and miscellaneous equipment throughout the facility.
- Provide a detailed report of the observations.

Inspection as described- **\$7,480**

Test & Balance-

- Option #1- Single day spot checking of the system operation **\$2,680**
- Option #2- Full and complete T&B of the facility HVAC systems **\$11,420**

Notes-

- A scissor lift will be needed, we have included the cost for one.
- The inspection work will need to happen on a day that is at least 48 degrees outside to fully test the air conditioning function.
- A report will be provided within a week of our completed inspections.
- Repairs to the equipment/ systems are not included.
- Inspections are figured during normal business hours M-F 6-3.

Thank you for the opportunity to propose this service!



Brian Newell
Kirwan Mechanical Service
(630) 514-3454
bnewell@kirwan-mech.com



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	3/6/2023
Submitter:	Mark Siefert, Director of Public Works
Department:	Public Works
Agenda Item:	Approval of a Resolution Approving a First Amendment to the Preliminary Agreement Regarding Formation of a Regional Water Commission

Summary:

As was presented to council last month, the process of forming the regional water commission (tentatively called the Grand Prairie Water Commission) has been delayed on account of the heightened level of scrutiny that the Illinois Department of Natural Resources has applied to the Lake Michigan water allocation applications filed by Crest Hill and other member communities (as compared to the City of Joliet). For this reason, it is necessary that each commission member formally approve an amendment to the preliminary agreement that was signed in January of 2022. The first amendment covers the following items:

- Section 3(A): Pushes back the deadline for member approval of the final water commission IGA (*i.e.* the document that will “form” the water commission) from April 30, 2023, to June 30, 2024. This is to give Crest Hill and the other Lake Michigan applicants time to secure their allocation permits. Section 3(E) pushes back the automatic termination date to account for this extension.
- Section 3(B): Provides for additional funding of water commission formation activities. Each municipality agrees to contribute \$110,000 on July 1, 2023, and the same again on July 1, 2024.
- Section 3(C): Commits all commission members to provided updated financial plans as needed to support water commission funding opportunities (federal and state grants, low-interest loans, etc.).
- Section 3(D): Creates a mechanism whereby the City of Joliet, as the commission’s program manager, can begin to design, bid, and construct parts of the future commission system (*e.g.* the pumping station at Durkin Park in Chicago), in order to keep the commission on track for water in 2030.

- Section 4(A): Amends the key principles document to allow for “alternative delivery methods” (such as the “design-build” and “construction manager at risk” methods), as permitted by the regional water commission statute.
- Section 4(B): Creates a mechanism whereby the water commission may provide member communities with a credit if (1) the member moves its primary delivery point (paid for by the commission) and (2) the move (a) increases that members capital costs, (b) reduces the commission’s capital costs, and (c) does not increase the costs of any other individual member. Going forward, credits will be approved by the commission Board of Commissioners without the requirement that it be voted on by the legislative boards and councils of all member communities.

All of these documents have been reviewed and approved by Spesia and Taylor. Spesia and Taylor, along with City Staff, were involved in the creation of these documents.

Recommended Council Action:

Approval of a resolution accepting the first amendment to the preliminary agreement regarding the formation of a regional water commission.

Financial Impact: n/a

Funding Source: n/a

Budgeted Amount: n/a

Cost: n/a

Attachments:

- Resolution Approving a First Amendment to the Preliminary Agreement Regarding Formation of a Regional Water Commission.
- First Amendment to the Preliminary Agreement Regarding Formation of a Regional Water Commission.

CITY OF CREST HILL

A RESOLUTION APPROVING A FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT REGARDING FORMATION OF A REGIONAL WATER COMMISSION

WHEREAS, the City of Crest Hill (the “City”) provides potable water service through its water system to its water customers (“Water Service”); and

WHEREAS, the Regional Water Commissions Act, codified in 65 ILCS 5/11-135.5-1 *et seq.* (“RWC Act”), went into effect on December 16, 2021, authorizing two or more municipalities, at least one of which is located in whole or in part in the County of Cook, Kane, Kendall, Lake, McHenry or Will and has 140,000 or more inhabitants, to acquire, either by purchase or construction, a waterworks system or a common source of supply or water, or both, and to operate jointly and improve and extend a waterworks system or a common source of supply of water; and

WHEREAS, on January 17, 2022, the City adopted Resolution No. 1134, approving a “Preliminary Agreement Regarding Formation of a Regional Water Commission” (“Preliminary Agreement”) among the City and the Village of Channahon, the City of Joliet, the Village of Minooka, the Village of Romeoville and the Village of Shorewood (together with the City, the “Parties”) in order to establish a framework for moving forward with a joint effort to establish a regional water commission (“Regional Water Commission”) to facilitate the joint acquisition and operation of a waterworks system and common source of water supply; and

WHEREAS, the City and the Parties to the Preliminary Agreement have agreed on certain key principles and terms for the formation of a new Regional Water Commission, which are included in the Preliminary Agreement; and

WHEREAS, in addition to the RWC Act, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220, the City and the Parties have the power to contract or otherwise associate among themselves “to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance” as well as to use their revenues, credit and other resources for such

activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, also authorizes the joint use and enjoyment of the powers, privileges, functions and authority of the City and the Parties; and

WHEREAS, the Preliminary Agreement provides that the Parties must establish the Regional Water Commission by each City and Village entering into an Intergovernmental Agreement (“IGA”) and approving an ordinance to pursuant to the RWC Act not later than April 30, 2023; and

WHEREAS, the Parties have been in continuing discussions with each other over the detailed terms in the IGA and complying with prerequisites to approving the IGA and ordinance, including obtaining Lake Michigan water allocation permits as required by Section 3.8 of the Preliminary Agreement; and

WHEREAS, the four Parties that did not have a Lake Michigan water allocation permit as of the Effective Date of the Preliminary Agreement have each applied to the Illinois Department of Natural Resources for such a permit; and

WHEREAS, the proceedings before the Illinois Department of Natural Resources for each of the allocation applications have required, and are expected to continue to require, substantially longer periods of time than was originally anticipated by the Parties, based on the duration of previous allocation permit proceedings before the Illinois Department of Natural Resources; and

WHEREAS, the City has determined that neither the allocation proceedings before the Illinois Department of Natural Resources nor the issuance of allocation permits are anticipated to be completed prior to April 30, 2023; and

WHEREAS, the City and the other Parties have determined that it would be in their respective best interests to agree to a different date for entering into the IGA and approving the ordinance in order to allow additional time for the affected Parties to complete the process of obtaining allocation permits from the Illinois Department of Natural Resources, which are necessary to comply with the prerequisites for approving the IGA and ordinance; and

WHEREAS, due to the delays in the allocation permit process at the Illinois Department of Natural Resources, the City and the other Parties have determined that certain additional changes to the Preliminary Agreement will be required in order to allow the Program to continue to move forward and undertake next steps in connection with the Project Facilities in order to obtain Lake Michigan water by the Targeted Water Delivery Date of January 1, 2030; and

WHEREAS, the City and the other Parties agree that it will be beneficial to allow consideration of revised locations for a Member's Primary Delivery Point, as included in the Basis of Design, under certain circumstances; and

WHEREAS, the City and the other Parties mutually agree that it is necessary and desirable to amend the Preliminary Agreement in the manner described in the First Amendment to the Preliminary Agreement, a copy of which is attached to this resolution; and

WHEREAS, City Council of the City has determined that it is in the best interest of the City and its residents to approve this resolution and thereby approve the First Amendment to the Preliminary Agreement; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, STATE OF ILLINOIS, as follows:

SECTION ONE: RECITALS. The foregoing recitals are incorporated in and made a part of this resolution as findings of the City Council of the City by this reference.

SECTION TWO: APPROVAL OF FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT. The First Amendment to the Preliminary Agreement is hereby approved in form and substance conforming to the Preliminary Agreement attached to this resolution.

SECTION THREE: EXECUTION OF FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT. The Mayor and the City Clerk are hereby authorized and directed to sign and seal the First Amendment to the Preliminary Agreement in form and substance conforming to the First Amendment to the Preliminary Agreement attached to this resolution.

SECTION FOUR: APPROVAL OF PAYMENT. The second payment of Water Commission formation administration costs pursuant to Section 3.10.A of the Preliminary

Agreement is hereby approved and authorized to be paid within the time specified in the First Amendment to the Preliminary Agreement.

SECTION FIVE: DELIVERY OF RESOLUTION. The City Clerk is hereby authorized and directed to return a signed copy of the First Amendment to the Preliminary Agreement and a certified copy of this resolution within fourteen (14) days after the date of adoption of this resolution.

SECTION SIX: EFFECTIVE DATE. This resolution shall be in full force and effect upon its passage and approval in the manner required by law.

PASSED THIS _____ DAY OF _____, 2023.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderdwoman 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 _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

**FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT REGARDING
FORMATION OF A REGIONAL WATER COMMISSION**

[to be attached here]

**FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT
REGARDING FORMATION OF A REGIONAL WATER COMMISSION**

THIS FIRST AMENDMENT TO THE PRELIMINARY AGREEMENT REGARDING FORMATION OF A REGIONAL WATER COMMISSION ("First Amendment") is made and entered into by and among VILLAGE OF CHANNAHON, an Illinois municipal corporation, the CITY OF CREST HILL, an Illinois municipal corporation, the CITY OF JOLIET, an Illinois municipal corporation, the VILLAGE OF MINOOKA, an Illinois municipal corporation, the VILLAGE OF ROMEOVILLE, an Illinois municipal corporation, and the VILLAGE OF SHOREWOOD, an Illinois municipal corporation (each a "Party" and collectively, "Parties").

RECITALS

WHEREAS, the Parties entered into that certain "Preliminary Agreement Regarding Formation of a Regional Water Commission" dated as of February 22, 2022 ("Preliminary Agreement"); and

WHEREAS, the Preliminary Agreement establishes key principles upon which the Parties agree with respect to the formation of a regional water commission and the terms pursuant to which they would agree to become a member of the regional water commission, as stated in the Preliminary Agreement; and

WHEREAS, the Parties had established April 30, 2023 as the date by which they would enter into the necessary intergovernmental agreement ("IGA") and ordinance to become a member of the regional water commission, unless the Parties agreed to a different date; and

WHEREAS, the Parties have been in continuing discussions with each other over the detailed terms in the IGA and complying with prerequisites to approving the IGA and ordinance, including obtaining Lake Michigan water allocation permits as required by Section 3.8 of the Preliminary Agreement; and

WHEREAS, the four Parties that did not have a Lake Michigan water allocation permit as of the Effective Date of the Preliminary Agreement have each applied to the Illinois Department of Natural Resources for such a permit; and

WHEREAS, the proceedings before the Illinois Department of Natural Resources for each of the allocation applications have required, and are expected to continue to require, substantially longer periods of time than was originally anticipated by the Parties, based on the duration of previous allocation permit proceedings before the Illinois Department of Natural Resources; and

WHEREAS, the Parties have determined that neither the allocation proceedings before the Illinois Department of Natural Resources nor the issuance of allocation permits are anticipated to be completed prior to April 30, 2023; and

WHEREAS, the Parties have determined that it would be in their respective best interests to agree to a different date for entering into the IGA and approving the ordinance in order to allow additional time for the affected Parties to complete the process of obtaining allocation permits from the Illinois Department of Natural Resources in order to comply with the prerequisites for approving the IGA and ordinance; and

WHEREAS, due to the delays in the allocation permit process at the Illinois Department

of Natural Resources, the Parties have determined that certain additional changes to the Preliminary Agreement will be required in order to allow the Program to continue to move forward and undertake next steps in connection with the Project Facilities in order to obtain Lake Michigan water by the Targeted Water Delivery Date; and

WHEREAS, the Parties have determined that it will be beneficial to allow consideration of revised locations for a Member's Primary Delivery Point, as included in the Basis of Design, under certain circumstances; and

WHEREAS, the Parties mutually agree that it is necessary and desirable to amend the Preliminary Agreement in the manner described in this First Amendment;

NOW THEREFORE, the Parties, in consideration of the premises and promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby agree as follows:

AGREEMENT

SECTION 1. INCORPORATION OF RECITALS.

The recitals set forth above are incorporated in and made a part of this First Amendment by this reference.

SECTION 2. DEFINITIONS; RULES OF CONSTRUCTION.

A. Definitions. The words and phrases used in this First Amendment shall have the meanings ascribed to them in the Preliminary Agreement, unless specifically provided otherwise in this First Amendment.

B. Rules of Construction; Effect of First Amendment. Except as expressly modified or amended by this First Amendment, all terms, conditions, and provisions of the Preliminary Agreement shall remain in full force and effect; provided, however, that any other provisions of the Preliminary Agreement shall be deemed modified as necessary to give practical effect to the provisions of this First Amendment. To the extent that the terms and provisions of the First Amendment conflict with the Preliminary Agreement, the terms and provisions of this First Amendment shall control.

SECTION 3. AMENDMENTS TO AGREEMENT. The Preliminary Agreement shall be, and is hereby, amended as follows:

A. Section 3.4 of the Preliminary Agreement shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

Deadline for IGA. Each Party acknowledges and agrees that, subject to completion of negotiations and obtaining all requisite authority for execution, said Party intends to adopt the necessary ordinance and enter into the IGA no later than ~~April 30, 2023~~, **June 30, 2024**, unless the Parties mutually agree to a different date, and that each Party will work in good faith to achieve such result.

B. Section 3.10.B of the Preliminary Agreement shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

~~If the IGA to form the Water Commission is not approved and in effect by April 1, 2023, each~~ **Each** Party agrees to make ~~an additional payments of \$110,000 not later than July 1, 2023~~ **in the amounts and by the dates shown below** to continue to fund ongoing Water Commission formation administrative costs-;

<u>Additional Payment Amount</u>	<u>Payment Due Date</u>
<u>\$110,000</u>	<u>July 1, 2023</u>
<u>\$110,000</u>	<u>July 1, 2024</u>

C. Section 3.11.A of the Preliminary Agreement shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

A. Parties will submit their financial plans and supporting documentation by June 15, 2022 **and continue to provide updated financial plans and supporting documentation as necessary to support the funding strategy and funding sources for the Water Commission and the Program.**

D. A new Section 3.12 shall be added to the Preliminary Agreement and shall read as follows:

3.12 **Interim Actions to Advance the Program and Project Facilities.** Due to the delays in the allocation permit process at the Illinois Department of Natural Resources, the Parties have determined that certain activities will need to be performed prior to the formation of the Water Commission in order to allow the Program to continue, and undertake next steps in connection with the Project Facilities, in order to be able to receive Lake Michigan water by the Targeted Water Delivery Date.

A. Contracts will be bid and awarded pursuant to one of the methods authorized by the RWC Act, and in compliance with all state and federal funding requirements. As project manager, Joliet will provide information to the MMAWG about available contracting methods and present a recommendation as to which method would be in the best interest of the Parties in order to obtain delivery of water by the Targeted Water Delivery Date.

B. The MMAWG will review and discuss pending elements of the Project Facilities, bidding conditions, contracting strategies and methods for awarding the

contract for cost and schedule implications prior to issuance of any construction bid packages or requests for qualifications or proposals related to alternate delivery methods.

C. Because the Commission will not yet be formed, the Parties agree that Joliet, as program manager, will request the MMAWG's approval that Joliet enter into a contract on behalf of the Parties, which approval must be by not less than a majority vote of the Parties. Joliet may elect to enter into such a contract, subject to the agreement of the Parties that upon formation of the Commission, the Board of Commissioners will accept assignment of such contract and the payment obligations under that contract. The Parties agree that the IGA will provide that the Board of Commissioners must accept the assignment and the payment obligations under that contract, and that the costs expended by Joliet pursuant to such a contract will be considered part of advanced funds for construction and that the Commission will reimburse Joliet for these advanced funds in the same manner as reimbursement of development costs, as provided in Section 2.I of Exhibit A.

D. If the MMAWG does not grant approval that Joliet may enter into either a contract with the lowest responsible, qualified bidder meeting the requirements of the RWC Act, or a contract for an alternate delivery method that is authorized by the RWC Act, and the lack of approval could delay the completion of the Project Facilities to a date later than the Targeted Water Delivery Date, then the MMAWG must concurrently approve the establishment of a new Targeted Water Delivery Date that is later than the then-current Targeted Water Delivery Date by the same vote as would be required of the Board of Commissioners in Section 2.F.iii of Exhibit A. Any newly established Targeted Water Delivery Date must be of a duration to allow the work under the contract to be completed by that new Targeted Water Delivery Date. It is recognized that a short-term delay in the contracting process may occur due to unfavorable bidding conditions, receipt of bids or proposals substantially exceeding the engineer's estimate, or matters related to land acquisition, where the delay does not extend the start-up of the Project Facilities beyond the Targeted Water Delivery Date.

E. Joliet, as program manager, is authorized to commence applying for such permits and other approvals as may be necessary for the design and construction of Project Facilities. Joliet will advise the MMAWG of such actions.

E. Section 4.3.B of the Preliminary Agreement shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

~~Termination—No IGA.~~ This Agreement shall automatically terminate in the event that the Parties do not enter into an IGA by ~~October 1, 2023~~ **October 31, 2024**, unless the Parties agree to a different date.

SECTION 4. AMENDMENTS TO EXHIBIT A: KEY PRINCIPLES. Exhibit A of the Preliminary Agreement, entitled “Regional Water Commission Key Principles for Water Commission Formation”, shall be, and is hereby, amended as follows:

A. Sections 3.C and 3.D of Exhibit A shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

C. Contracts will be bid and awarded pursuant to **one of** the ~~process established in~~ **methods authorized by** the RWC Act, and in compliance with all state and federal funding requirements, the applicable voting requirements established in the IGA, and internal rules adopted by the Board, if any. The Board of Commissioners will review and discuss pending elements of the Project Facilities, bidding conditions, contracting strategies and methods for awarding the contract for cost and schedule implications prior to issuance of any construction bid packages.

D. If the Board of Commissioners does not approve **either** a contract with the lowest responsible, qualified bidder meeting the requirements of the RWC Act; **or a contract for an alternate delivery method that is authorized by the RWC Act.** and the lack of approval could delay the completion of the Project Facilities to a date later than the Targeted Water Delivery Date, then the Board of Commissioners must concurrently approve the establishment of a new Targeted Water Delivery Date that is later than the then-current Targeted Water Delivery Date by the vote required in Section 2.F.iii. Any newly established Targeted Water Delivery Date must be of a duration to allow the work under the contract to be completed by that new Targeted Water Delivery Date. It is recognized that a short-term delay in the contracting process may occur due to unfavorable bidding conditions, receipt of bids **or proposals** substantially exceeding the engineer’s estimate, or matters related to land acquisition, where the delay does not extend the start-up of the Project Facilities beyond the Targeted Water Delivery Date.

B. Section 3.K of Exhibit A shall be amended to be and read as follows: [added text **bolded and double underlined**; deleted text ~~struck through~~]

- K. The Water Commission will design, construct, own, operate and maintain the metering stations at all Members' delivery/metering points (primary and additional).
- i. A single delivery/metering point will be constructed to deliver water to each Member at a location identified by the Member and included in the Basis of Design.
 - ii. Additional delivery/metering points can be added to the Water Commission Project Facilities to serve a Member at the requesting Member's expense. The locations of all additional delivery/metering points will be included in the Basis of Design. Piping leading to additional delivery/metering points from the Water Commission transmission main will be paid for by the Member but designed, constructed, owned and operated by the Water Commission. Member expense for adding one or more additional water delivery/metering points will be determined based on (a) a proportionate share of the Project Facilities design and construction engineering costs to be determined based on a ratio of the additional delivery/metering point actual construction costs divided by total Project Facilities actual construction costs, and (b) construction and land acquisition costs based on actual final costs for each delivery/metering point.
 - iii. Each Member will provide a site sufficient for each of its delivery/metering points. Each Member will convey to the Commission such permanent and temporary easements in each of its sites as necessary to allow the Commission to meet its obligations pertaining to the delivery/metering point, including to construct, operate, maintain, repair and replace the delivery/metering point.
 - iv. All delivery/metering points identified by Members as part of the Basis of Design will be confirmed as part of the Water Supply Agreement.
 - v. A process for requesting and reviewing future delivery/metering points in addition to those included in the Program and initial construction of the Project Facilities will be included in the Water Supply Agreement.

vi. If a Member revises its Primary Delivery Point as identified in the Basis of Design and it:

- a. results in increased capital costs to the Member,
- b. reduces capital costs to the Commission, and
- c. will not increase capital costs of another Member,

then the Board of Commissioners may consider approving a credit to the Member proposing such a revision to its Primary Delivery Point, which approval must be by not less than a majority vote of the Members unless Section 2.F.ii requires a unanimous vote.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date written below.

Village of Channahon, an Illinois municipal corporation

City of Crest Hill, an Illinois municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Contact Party for the Village of Channahon:

Name: _____

Address: _____

Telephone: _____

Email: _____

By: _____

Its: _____

Contact Party for the City of Crest Hill:

Name: _____

Address: _____

Telephone: _____

Email: _____

City of Joliet, an Illinois municipal corporation

Village of Minooka, an Illinois municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Contact Party for the City of Joliet:

Name: _____

Address: _____

Telephone: _____

Email: _____

By: _____

Its: _____

Contact Party for the Village of Minooka:

Name: _____

Address: _____

Telephone: _____

Email: _____

Village of Romeoville, an Illinois municipal corporation

Village of Shorewood, an Illinois municipal corporation

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

Date: _____

ATTEST:

By: _____

Its: _____

By: _____

Its: _____

Contact Party for the Village of Romeoville:

Contact Party for the Village of Shorewood:

Name: _____

Name: _____

Address: _____

Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____



Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	City Welcome Signage _Professional Service Proposal for ComEd Service Drop with Christopher Burke for an not to exceed amount of \$3700.00

Summary: The 3 primary welcome sign locations will require new service drops to provide constance lighting for the new stone welcome signs. In order to make sure that power will be available when the new signs are installed coordination with ComEd needs to be completed now.

The cost of the ComEd services drops are not know at this time. These costs will be brought to the council once they are known.

Staff is looking to have Christopher B. Burke Engineering perform the ComEd coordination for the service drops for the 3 primary sign locations so they will be ready once the signs are installed. This work can be completed for an amount of \$3,700.

Recommended Council Action:

To execute a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform ComEd Service coordination for an amount of \$3,700.00

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$143,000.00

Cost: \$3,700

Attachments:

CBBEL Proposal-Service Drops

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

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

January 23, 2023

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Proposal for Professional Engineering Services for
Electric Service Establishment for City Welcome Signs
Crest Hill, Illinois

Dear Ron:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the establishment of new electric services for proposed illuminated signs. Included below you will find our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that a consultant is needed to contact the local electric utility company and coordinate locations for new electric services for three proposed City entrance signs. The sign locations are 1) West side of Broadway Street at north end of City, 2) Southwest corner of Gaylord Drive and Renwick Road, and 3) East side of Weber Road about 300 feet south of McGilvray Drive.

We understand the signs will be owned and maintained by the City. We assume the electrical design and any required permitting for the signs will be performed by others. Local funds will be used for design and construction.

SCOPE OF SERVICES

Task 1 – Electric Service Coordination: CBBEL will use the electrical design performed by others and create an electric service application load letter for each sign location. CBBEL will coordinate and meet with the electric utility to determine the location for new electric service for each sign. CBBEL will create an exhibit with the

service locations and provide it along with the application load letters and ComEd documentation to the City. We assume that once construction starts all further coordination and scheduling for the connection of the new services will be done by the electrical contractor.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 – Electric Service Coordination	\$ 3,600
Direct Costs	\$ 100
Not-to-Exceed Fee	\$ 3,700

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%
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*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Rebuild Illinois-Prairie Roadway Resurfacing Design Engineering Services

Summary: As presented at the January 23, 2023 workshop the location of Prairie from Theodore to Raynor was identified as a location for roadway resurfacing. This work is part of the 2023/2024 Capital Roadway Plan and will be paid out of the city's remaining Illinois Rebuild funds

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

These services will include the following:

- Field Work
- Pavement Cores
- Utility Coordination
- Pavement Design per RBI guidelines
- Preparing and Receiving Required Permits for the project
- Preparation of Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

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

The project schedule is to have the entire bid package ready for bidding by July 2023 with construction starting in the late summer 2023.

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the Prairie from Raynor to Theodore. Roadway Rehabilitation project for a not to exceed amount of \$18,865.00

Financial Impact:

Funding Source: MFT

Budgeted Amount \$25,000 (2024 budget)

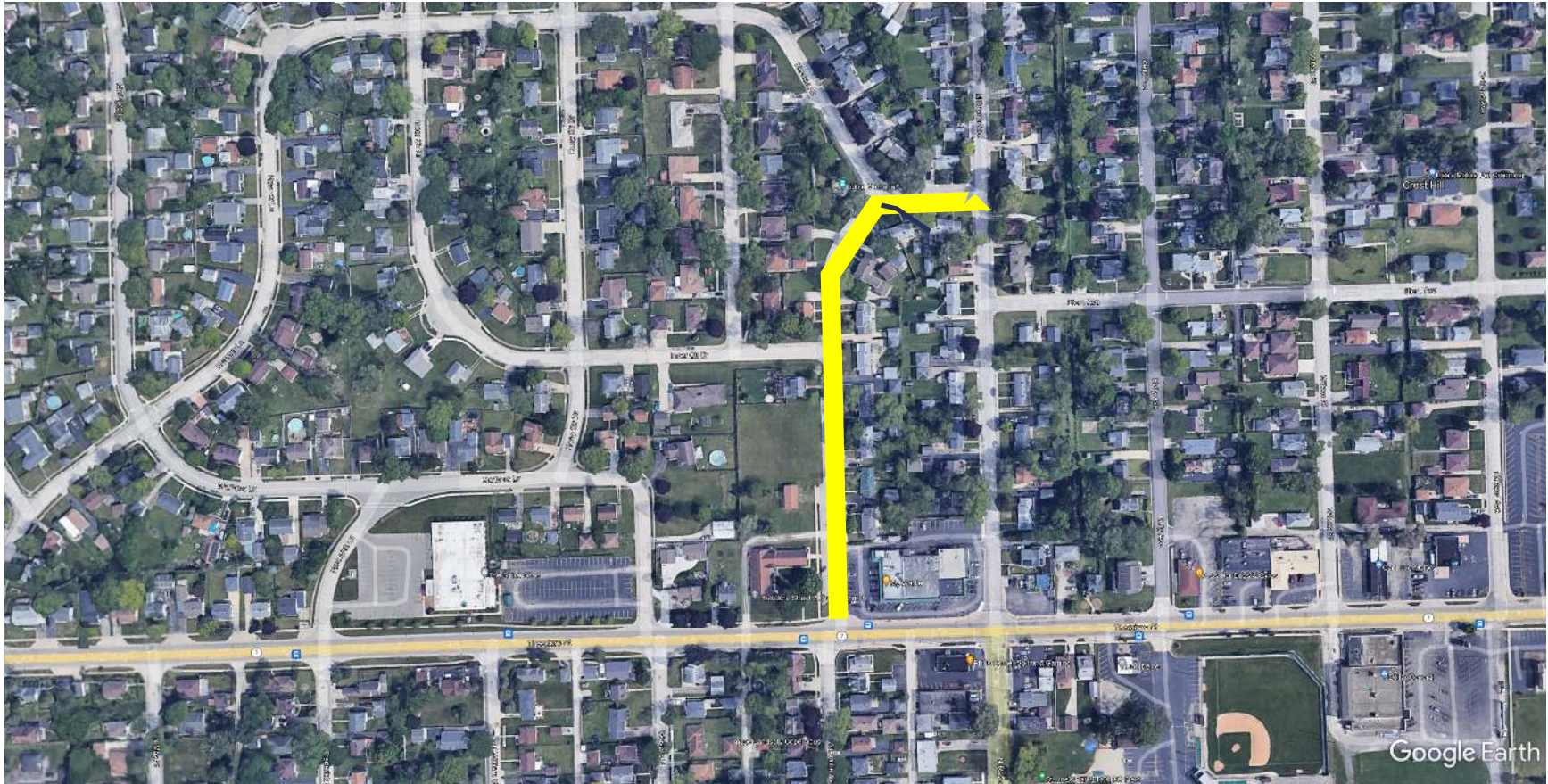
Cost: 18,865.00

Attachments:

Location Map.pdf

CBBEL-Crest Hill Prairie Resurfacing Design 021323.pdf

BLR 05530.pdf



Prairie St from Theodore St to Raynor
Structural Resurfacing

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

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

February 13, 2023

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services
Prairie Avenue Resurfacing
Crest Hill, Illinois

Dear Mr. Wiedeman:

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

UNDERSTANDING OF THE ASSIGNMENT

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

Street	From	To	Length
<i>Resurfacing</i>			
Prairie Avenue	Raynor Avenue	Theodore Street	1,100 feet

The roadway pavement will be milled and resurfaced. Subject to the IDOT-required pavement design, the scope of the resurfacing work is anticipated to include a 2" HMA grind and 2.25" overlay (1.5" surface, 0.75" level binder) with pavement fabric, pavement patching, spot concrete repairs (curb and gutter, sidewalk, driveway aprons, etc.), undercuts, structure adjustments, and restoration. All existing drainage, water and sanitary sewer systems will remain in place and will not be improved as part of this project.

We understand that MFT funds will be used to fund the design engineering effort for this project and Rebuild Illinois Bond (RBI) funds will be used to fund the project construction. Therefore, the plans must be approved by IDOT Local Roads, and construction

documentation and material testing must be in accordance with IDOT requirements. Pavement designs were previously prepared by CBBEL and approved by IDOT.

CBBEL will complete a RBI funds pavement design as required by IDOT and will meet the design standards and the minimum requirements established in the BLRS manual. CBBEL understands the allowable usages for RBI funding and the requirement that roadway resurfacings must have a minimum design life of 13 years. We have assumed that that traffic counts will not be required to be obtained by CBBEL, based on available IDOT traffic count information and the residential nature of many of the streets.

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

SCHEDULE

With the understanding that that this agreement will be executed before the end of March 2023, we anticipate completing the final design effort in June 2023 to facilitate bidding in July 2023 and construction in August 2023.

SCOPE OF WORK

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

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

Task 2 – Pavement Cores: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain three (3) pavement cores to determine the existing cross-section of the pavements and subgrade conditions within the project area. Seeco will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

Task 3 – RBI Funds Pavement Design: CBBEL will prepare pavement designs for the streets in the proposed project (assembled into one report) in accordance with IDOT requirements for the use of Rebuild Illinois Bond (RBI) funds. CBBEL's effort is anticipated to include:

- Completion of design calculations in accordance with the Local Agency Structural Overlay (LASO).
- Determination of Immediate Bearing Value for soil strength of each location &

determine AASHTO group classification.

- Preparation of cover memo signed and sealed by a Professional Engineer summarizing calculations for each of the proposed street. The memo will include available geotechnical core information.
- Preparation of a Cover Letter on City letterhead for submittal to IDOT referencing the memo and design calculations for a minimum design life of 13 years.

Task 4 – Pre-Final Design: CBBEL will prepare pre-final engineering design documents consisting of resurfacing limits overview plan, specifications, and an estimate of construction cost. The resurfacing limits overview plan will be included in the specifications booklet. A standalone plan set, including detailed street-by-street plan roadway improvement plan sheets, will not be prepared.

All special contract special provisions will be prepared in IDOT MFT standard format. The specifications booklet and cost estimate will be submitted to the City and IDOT for review and comment. This task does not include preparation of ADA curb ramp details.

Task 5 – Final Design: Based on the City and IDOT's pre-final review comments, CBBEL will revise the design documents. During this task, the exact letting date will be determined and an estimated construction schedule will be provided. The final design documents will be submitted to the City for review and approval, and CBBEL will finalize the plans, specifications, and estimate for bidding.

Task 6 – Bidding Assistance: CBBEL will prepare the Notice to Bidders, advertise in the IDOT Local Roads bulletin, and facilitate Contractor pickup of electronic drawings through QuestCDN. CBBEL will review and tabulate the bids and make a recommendation of award.

Task 7 – Project Coordination and Meetings: CBBEL will coordinate with the City, IDOT, and project stakeholders throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings will be held with City staff. Council meeting attendance and public involvement is not anticipated to be required.

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

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Field Reconnaissance	\$ 1,800
Task 2 – Pavement Cores	\$ 2,360
Task 3 – RBI Funds Pavement Design	\$ 900
Task 2 – Pre-Final Design	\$ 4,715
Task 3 – Final Design	\$ 2,560
Task 4 – Bidding Assistance	\$ 3,680
Task 5 – Project Coordination and Meetings	\$ 2,600
Direct Costs	\$ 250

TOTAL NOT-TO-EXCEED FEE: \$ 18,865

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Local Public Agency
Engineering Services Agreement

E-mail

Print With Instructions

Reset Form

Agreement For

Agreement Type

Using Federal Funds? ☐ Yes ☒ No

MFT PE

Original

LOCAL PUBLIC AGENCY

Local Public Agency

County

Section Number

Job Number

Crest Hill

Will

23-00055-00-RS

Project Number

Contact Name

Phone Number

Email

Ron Wiedeman

(815) 741-5122

rwiedeman@cityofcresthill.com

SECTION PROVISIONS

Local Street/Road Name

Key Route

Length

Structure Number

Prairie Avenue

1100 ft

Location Termini

Theodore Street / Raynor Avenue

Add Location

Remove Location

Project Description

Street improvements consisting of HMA resurfacing, pavement patching, HMA surface and binder course, driveway R&R, sidewalk R&R, curb and gutter R&R, parkway restoration and other miscellaneous items of work.

Engineering Funding

☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding

☐ Federal ☐ MFT/TBP ☐ State ☒ Other

Rebuild Illinois Bond Funds

AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name

Contact Name

Phone Number

Email

Christopher B. Burke Eng., Ltd.

Bryan Welch

(815) 770-2850

bwelch@cbbel.com

Address

City

State

Zip Code

16221 W. 159th Street, Suite 201

Lockport

IL

60441

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer

Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation

Resident Construction Supervisor

Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT

In Responsible Charge

A full time LPA employee authorized to administer inherently governmental PROJECT activities

Contractor

Company or Companies to which the construction contract was awarded

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☐ EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- ☒ EXHIBIT D : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA, The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
8. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
9. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affixed the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
10. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER.

shall be due and payable to the ENGINEER.

Item 8.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

- (1) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER. Such payments to be equal to the value of the partially completed work in all previous partial payments made to the ENGINEER.
- (2) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and STATE, a sum of money equal to the basic fee as determined in the AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Percent

☐ Lump Sum

☒ Specific Rate \$18,865.00 (Maximum Fee \$150,000)

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where $FF = (0.33 + R) DL + \%SubDL$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted. Item 8.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
- (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this clarification, an explanation shall be attached to this AGREEMENT.

8. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes included but are not limited to: acts of God or a public enemy; acts of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

9. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;

- (2) The grantee's or contractor's policy to maintain a drug free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future projects. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 10. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 11. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Eng., Ltd.	36-3468939	\$16,865.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 5px;"> <div style="text-align: center;">+</div> <div style="text-align: center;">-</div> </div> <div>Seeco Consultants</div> </div>	36-3458492	\$2,000.00
Subconsultant Total		\$2,000.00
Prime Consultant Total		\$16,865.00
Total for all work		\$18,865.00

AGREEMENT SIGNATURES

Item 8.

Executed by the LPA:

Attest: The

Local Public Agency Type
City

 of

Local Public Agency
Crest Hill

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Crest Hill

Local Public Agency Type

City

Clerk

Title

--

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name
Christopher B. Burke Eng., Ltd.

By (Signature & Date)

Michael Kerr Digitally signed by Michael Kerr Date: 2023.02.14 15:42:26 -06'00'

Title

President

By (Signature & Date)

Sherry Sporina Digitally signed by Sherry Sporina Date: 2023.02.14 15:43:11 -06'00'
--

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 8.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	23-00055-00-RS	

EXHIBIT A

SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 8.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	23-00055-00-RS	

**EXHIBIT B
PROJECT SCHEDULE**

Design Completion: June 30, 2023

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number	Item 8.
Crest Hill	Christopher B. Burke Eng., Ltd.	Will	23-00055-00-RS	

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☒ Form Not Applicable (engineering services less than the threshold)

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Local Public Agency Insert the name of the LPA. This field value is used to populate the LPA name in the Agreement Signatures and the Exhibit pages.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Structure Number Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional location.
Remove Location Use this button to remove a location added in error. Please note that at least one location is required.
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Agreement For

Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.

Consultant

Primary Consultant (Firm) Name Insert the name of the primary consultant firm that will be executing this agreement. This field value is used to populate the consultant name in the Agreement Summary, Agreement Signatures and the Exhibit pages.

Contact Name Insert the name of the contact for the firm listed to the left.

Phone Number Insert the phone number for the contact listed to the left, without dashes.

Email Insert the email of the contact listed to the left.

Address Insert the address of the firm listed to the left.

City Insert the city of the firm listed to the left.

State Insert the state of the firm listed to the left.

Zip Code Insert the zip code of the firm listed to the left.

Agreement Exhibits

Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.

Exhibit A Insert the scope of services covered by this agreement/ project. This exhibit is required.

Exhibit B Insert the project schedule that applies to this agreement/ project. This exhibit is required.

Exhibit C Qualification Based Selection (QBS) Checklist process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If the process does not apply, check the form not applicable checkbox on the top of the exhibit page. If the process applies and using federal funds, complete items 1 through 13. If the process applies and using state funds, complete items 14 through 16.

Exhibit D Cost Plus Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514). If the method of compensation was checked (under LPA Agrees item 4) as Cost Plus Fixed Fee (Anniversary Raise or Fixed Raise) in the agreement, then this exhibit is required and the correct BLR form: BLR 05514 for Fixed Raise or BLR 05513 for Anniversary Raise.

Exhibit Use the remaining boxes and lines to add additional exhibits as needed.

LPA Agrees

Method of Compensation Select the method of compensation for this agreement by checking the applicable box.

If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.

If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.

If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.

If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.

Agreement Summary

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on the first pages of the agreement.
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant(s)	As applicable, insert the name of each subconsultant engaged in this agreement/ project. Subconsultants are defined as any firm that is required to complete a Cost Estimate of Consultant Services (CECS) Worksheet.
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Agreement Signatures

Executed by LPA

Local Public Agency Type	From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.
Local Public Agency	Field populated from the Local Public Agency entered on the first pages of the agreement.
By	The LPA clerk will sign here.
By	The LPA official authorized to sign this agreement will sign and date here.
Seal of LPA	The LPA will seal the document here.
Title	Insert the title of the LPA official who signed above.

Executed by the Engineer

Prime Consultant (Firm) Name	Field populated from the Prime Consultant (Firm) Name entered on first pages of the agreement.
By	The person(s) authorized to sign this agreement from the engineering firm will sign and date here.
Title	Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer	Upon approval the Regional Engineer will sign and date here.
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A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

- Central Office (only for Projects using State and/or Federal Funds)
- District
- Engineer (Municipal, Consultant or County)
- Local Public Agency Clerk



Agenda Memo

Crest Hill, IL

Meeting Date:	March 13, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Theodore St. and Borio Dr Roadway Rehabilitation Project-Design Engineering Services

Summary: As presented at the January 23, 2023 workshop the location of Theodore from East of Rock Run to West of Thomas Ct. and Borio Dr. from Randich to Essex Ct. were identified as locations for roadway rehabilitation. This work is part of the 2023/2024 Capital Roadway Plan.

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

These services will include the following:

- Field Work
- Pavement Cores
- Utility Coordination
- Preparing and Receiving Required Permits for the project
- Preparation of Plans and Specifications and Construction Estimates
- Quality Assurance/Quality Control
- Project Administration and Management
- Attend Project Meeting
- Provide support during the bidding process.

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

The project schedule is to have the entire bid package ready for bidding by July 2023 with construction starting in the late summer 2023.

Recommended Council Action: Execution of a professional services agreement with Christopher B. Burke Engineering, Ltd. to perform design engineering services for the Theodore and Borio Dr. Roadway Rehabilitation project for a not to exceed amount of \$24,650.00.

Financial Impact:

Funding Source: General Fund-(Capital Projects)

Budgeted Amount \$205,000 (2024 budget)

Cost: 24,650

Attachments:

Location Map.PDF

CBBEL-Crest Hill Theodore and Borio Resurfacing Design 021323 (002).pdf



Theodore Street from West of Thomas Ct to East of Rock Run



Borio Dr. from Randich to Essex Court

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

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

February 13, 2023

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Design Services
Theodore and Borio Resurfacing
Crest Hill, Illinois

Dear Mr. Wiedeman:

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

UNDERSTANDING OF THE ASSIGNMENT

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

Street	From	To	Length
<i>Resurfacing</i>			
Theodore Street	West of Rock Run	Thomas Court	1,700 feet
Borio Drive	Randich Road	Essex Court	1,500 feet

Both streets will be milled and resurfaced. The scope of the resurfacing work is anticipated to include a 2" HMA grind and 2.25" overlay (1.5" surface, 0.75" level binder) with pavement fabric, pavement patching, spot concrete repairs (curb and gutter, sidewalk, driveway aprons, etc.), undercuts, structure adjustments, and restoration. All existing drainage, water and sanitary sewer systems will remain in place and will not be improved as part of this project.

We understand that local funds will be used for design and construction. While the plans will not need to be approved by IDOT, the design will be completed in conformance with IDOT MFT requirements.

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

SCHEDULE

With the understanding that that this agreement will be executed before the end of March 2023, we anticipate completing the final design effort in June 2023 to facilitate bidding in July 2023 and construction in August 2023.

SCOPE OF WORK

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

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

Task 2 – Pavement Cores: CBBEL's subconsultant, Seeco Consultants (Seeco), will obtain three (3) pavement cores to determine the existing cross-section of the pavements and subgrade conditions within the project area. Seeco will prepare a report describing existing conditions and make recommendations for remediation. The report will be performed by a geotechnical engineer and reviewed by CBBEL.

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

All special contract special provisions will be prepared in IDOT MFT standard format. This task does not include preparation of ADA curb ramp details.

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

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

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

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

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Field Reconnaissance	\$ 2,520
Task 2 – Pavement Cores	\$ 4,010
Task 2 – Pre-Final Design	\$ 6,920
Task 3 – Final Design	\$ 3,460
Task 4 – Bidding Assistance	\$ 3,680
Task 5 – Project Coordination and Meetings	\$ 3,760
Direct Costs	\$ 300

TOTAL NOT-TO-EXCEED FEE: \$ 24,650

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
Crest Hill General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Revised 121222

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City Council Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve an Ordinance for a Variance to Permit the Construction of a Shed on the Property Located at 2441 Durness Court

Summary: Mr. Bannon's request for a variance to permit the construction of a shed was before the City Council Work Session on February 13, 2024. At that meeting the City Council discussed the proposed construction of the shed with a reduced rear yard setback, from the required minimum 10 feet to 6". At the Council discussed the location of the shed with respect to the adjacent property, Commonwealth Edison.

The attached ordinance includes the one condition recommended by the Plan Commission in conjunction with their recommendation. To conclude the discussion, the Council directed staff to prepare the necessary ordinance and place the Ordinance on a future City Council meeting agenda for final action and ordinance approval.

The conditions are as follows:

1. No portion of the shed shall be constructed with the public utility drainage easement.

Recommended Council Action: If the Mayor and City Council are amenable to the Bannon Variance request, I would ask that you approve the variance Ordinance subject to the Findings of Fact, including one condition provided in the Ordinance.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Attachments: Variance Ordinance

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE CREST HILL ZONING ORDINANCE
WITH RESPECT TO CERTAIN REAL PROPERTY
(APPLICATION OF ROBERT BANNON 2441 Durness Court)**

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

WHEREAS, the Code states that a variation shall be permitted only upon the finding of certain requirements listed in the Code; and

WHEREAS, the City of Crest Hill (“City”) has enacted said requirements in Section 12.6-2 of the Crest Hill Zoning Ordinance; and

WHEREAS, Robert Bannon (“Owner”) has filed an application requesting approval of a variation from Section 8.3-6 of the Crest Hill Zoning Ordinance, specifically a reduction of the required rear yard setback for an accessory structure from ten (10) feet to 6 (six) inches to permit construction of an accessory structure, specifically a shed (“application”) on certain property within the City Limits of the City of Crest Hill, Will County, Illinois, PIN:11-04-30-401-011-0000, the common address of which property is: 2441 Durness Court, Crest Hill, Illinois (the “Property”), with proper notice thereof given; and

WHEREAS; the Crest Hill Plan Commission, by a formal vote taken on January 11, 2023, recommended approval of the Petition upon making the following findings, and after holding a public hearing, with proper notice thereof given, as more fully detailed in the attached Findings and Decision “Exhibit B,” based upon the evidence presented:

- A. The variation is in harmony with the general purpose and intent of the Zoning Ordinance; and
- B. The plight of the owner is due to unique circumstances and thus strict enforcement of the Zoning Ordinance would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and
- C. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance; and
- D. The variation, if granted, will not alter the essential character of the locality and will not be a substantial detriment to adjacent Property; and

WHEREAS, the City Council has examined the January 11, 2023, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the applicant in an open meeting regularly scheduled; and

WHEREAS, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the application be granted.

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

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

SECTION 2: That the City Council hereby adopts and ratifies the findings and decision of the Plan Commission, attached hereto as “Exhibit B” and incorporated by reference herein, as the finding and decision of the City Council in relation to the Petition requesting a variance from Section 8.3-6 of the Crest Hill Zoning Ordinance, specifically a reduction of the required rear yard setback for an accessory structure from ten (10) feet to 6 (six) inches to permit the construction of an accessory structure, specifically a shed (“application”) for property located at 2411 Durness Court, with PIN 11-04-30-401-011-0000, withing the City of Crest Hill, as legally described as follows:

Territory Described. See attached legal description “Exhibit A.”

Conditioned upon the reviewed plans, public testimony, and findings of fact, and no portion of the shed may be placed in a public utility or drainage easement.

SECTION 3: A variation is hereby granted to Section 8.3-6 of the Crest Hill Zoning Ordinance to authorize the reduction of the required rear yard setback for an accessory structure from ten (10) feet to 6 (six) inches to permit the construction of an accessory structure, specifically a shed, on the property located at 2411 Durness Court, Crest Hill, Illinois with PIN 11-04-30-401-011-0000

SECTION 4: This Ordinance shall take effect upon its passage according to law.

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PASSED THIS 6th DAY OF MARCH, 2023

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 6th DAY OF MARCH, 2023.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

“Exhibit A”

LOT 6 N HILLVIEW ESTATES UNIT ONE, A SUB OF PRT OF THE W1/2 OF THE SE1/4 OF SEC 30, T36N-R10E. in Will County Illinois.

PERMANENT INDEX NO: 11-04-30-401-011-0000.

“Exhibit B”

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

IN RE:)	
)	
The application of Robert Bannon)	No. V-23-1-1-1
)	
For a variation.)	

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. V-23-1-1-1
THE APPLICATION ROBERT BANNON
FOR A VARIATION AT 2411 DURNESSE COURT**

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on January 11, 2023, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, Robert Bannon, is the owner of the real estate described in the application;

B. That the application seeks a variation for the property described in the application, commonly known as 2411 Durness Court, Crest Hill, Illinois (the “Property”);

C. That the Property is zoned R-1;

D. That the application seeks approval of a variation from Section 8.3-6 of the Crest Hill Zoning Ordinance to permit the reduction of the required rear yard setback for an accessory structure from ten (10) feet to six (6) inches to permit the construction of an accessory structure, specifically a shed, on property located at 2411 Durness Court, Crest Hill, Illinois with PIN 11-04-30-401-011-0000.

E. That the proposed use is not allowed on the property as currently zoned;

F. That the application for the variation was properly submitted and notice of the application and the public hearing were properly made;

G. That no interested parties filed their appearances herein;

H. That the public hearing was called into order, the applicant allowed to present its evidence and arguments in support of its application;

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

J. That the proposed variation, as considered under section 12.6 of the Zoning Ordinance, meets the standards for the granting of a variation under section 12.6-2 as the proposed use meets all of the criteria set forth in subsections 12.6-2(1)-(8).

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

1. That the application of Robert Bannon for a variance reducing the required rear yard setback for an accessory structure from ten (10) feet to six (6) inches to permit the construction of an accessory structure, specifically a shed, on the property located at 2411 Durness Court, Crest Hill, Illinois, PIN 11-04-30-401-011-0000 was approved and is supported by the evidence adduced;

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the variation be granted.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11th Day of January 2023 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	_____	_____	_____	_____
Commissioner Ken Carroll	_____	_____	_____	_____
Commissioner Cheryl Slabozeski	_____	_____	_____	_____
Commissioner Angelo Deserio	_____	_____	_____	_____
Commissioner Jan Plettau	_____	_____	_____	_____
Commissioner Jeff Peterson	_____	_____	_____	_____
Commissioner John Stanton	_____	_____	_____	_____

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

If new house or addition: Three copies of stamped architectural or engineering drawings, including site plan if new building or addition.

If exterior work: One copy of the plat of survey with dimensions of proposed work and distances from property lines marked. If you have a homeowner's association, a copy of their approval is required.

For all permits: A complete scope of work is required. A letter of intent from the electrician is required. A letter of intent from the plumber is required.

All contractors and subcontractors working on the job must be registered with the City before the permit will be issued. If after the permit is issued contractor(s) are changed, the Building Department must be notified in writing and the contractor(s) must be registered with the City.

Carpenter:

Concrete:

Electrical:

Elevator:

Excavator:

Fire Alarm:

Fire Sprinkler:

HVAC:

Masonry:

Plumbing:

Roofing:

Sewer/Water:

Siding:

Swimming Pool:

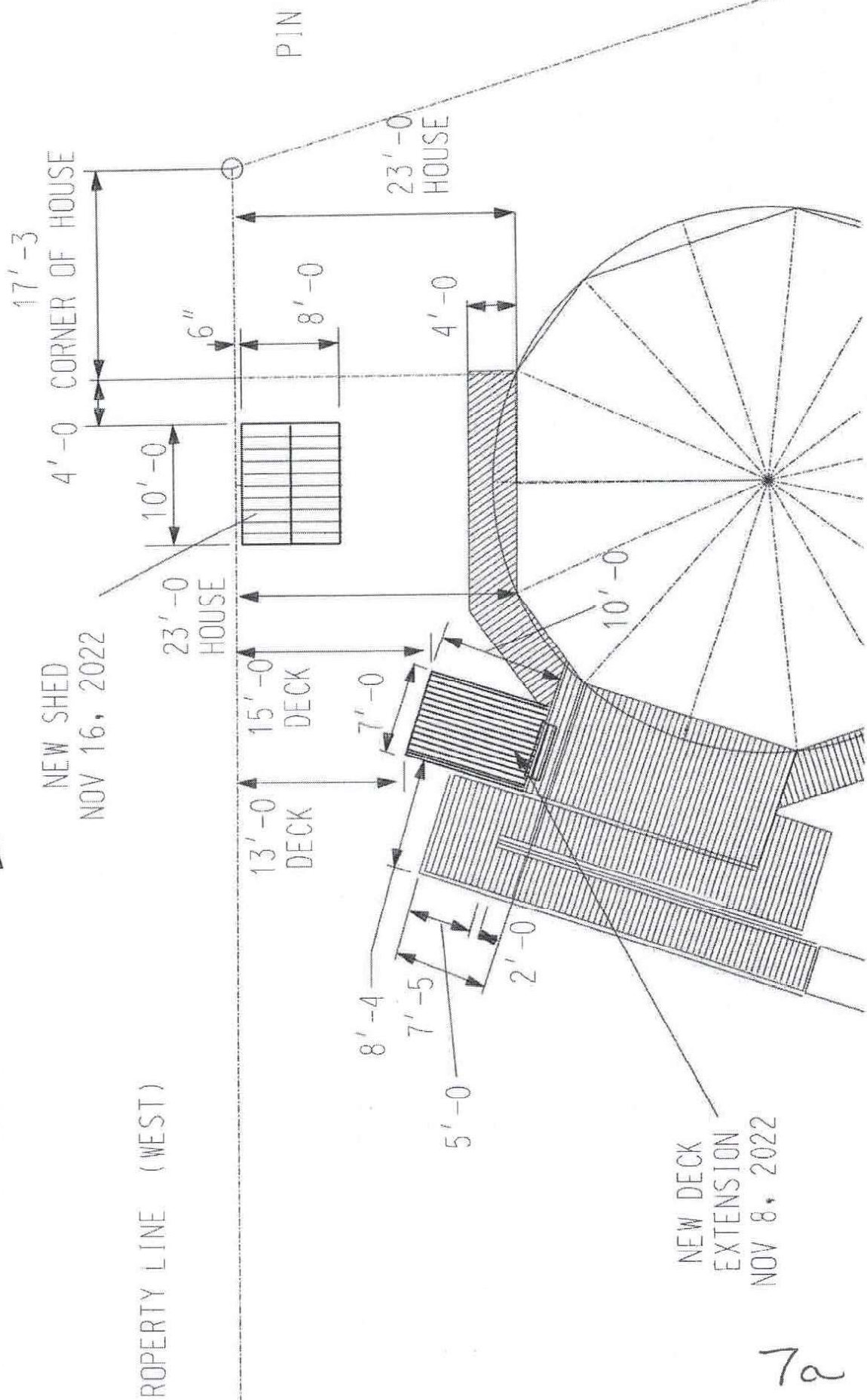
Other:

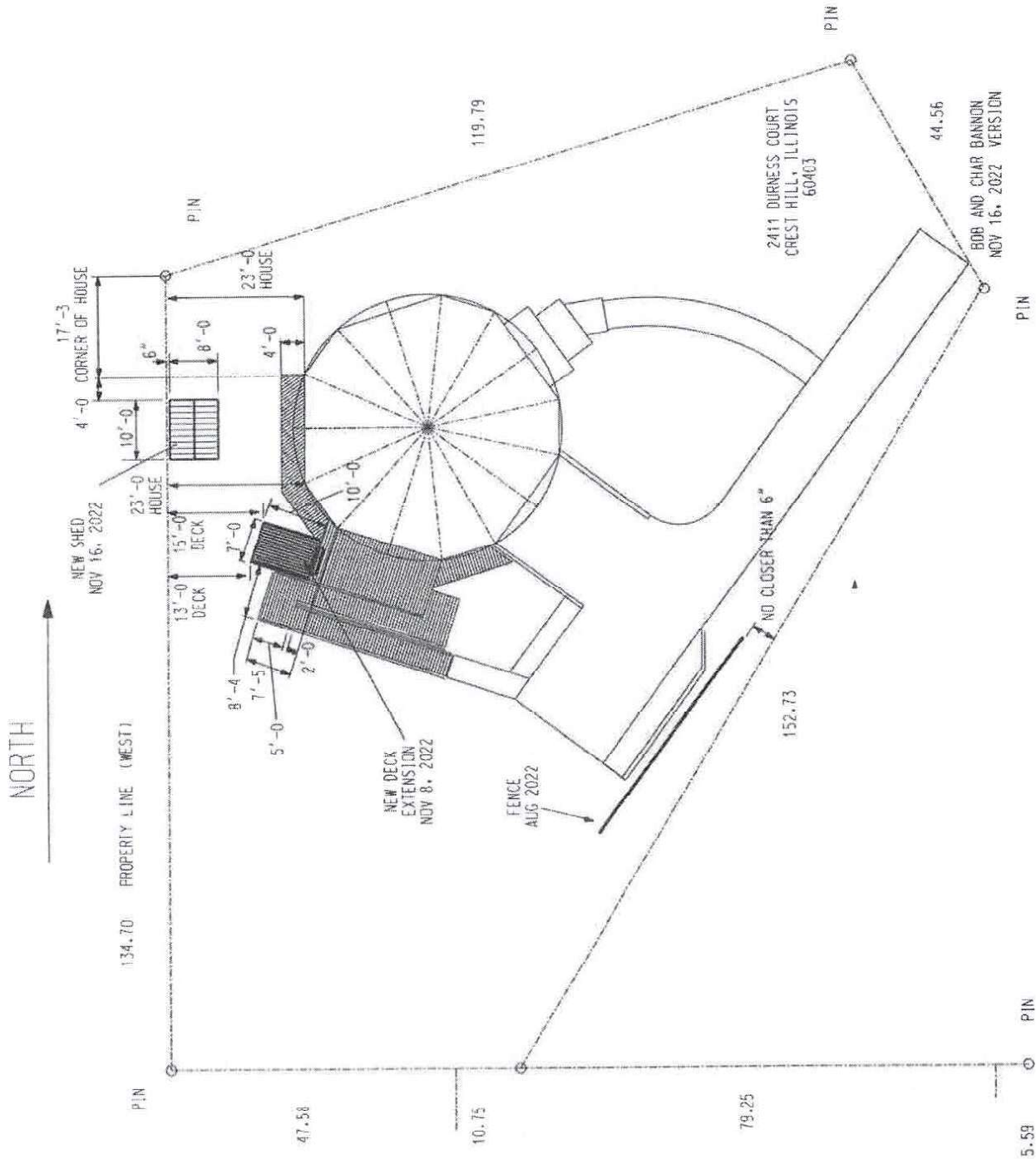


NORTH



PROPERTY LINE (WEST)





76

[TABLES](#)
[CHAIRS](#)
[SHEDS](#)
[GARDEN & PATIO](#)
[WATER SPORTS](#)
[BASKETBALL](#)
[COOKERS](#)

[Home](#) > [Storage Sheds](#) > [Side Entry Sheds](#) > **LIFETIME 10 FT. X 8 FT. OUTDOOR STORAGE SHED**

LIFETIME 10 FT. X 8 FT. OUTDOOR STORAGE SHED
 ★ ★ ★ ★ ★ 4.5 (83) Write a Review

MADE IN THE USA

 From US & Imported Parts

8

preservation ordinance. Commissioner Stanton asked that when the traffic study is done, Amazon be included. Discussion followed.

PUBLIC HEARING: Chairman Thomas asked for a motion to open the public hearing on case #V-23-1-1-1. The necessary paperwork was in order.

(#2) Motion by Commissioner Peterson, seconded by Commissioner Plettau, to open a public hearing on V-23-1-1-1.

On roll call, the vote was:

AYES: Commissioner Peterson, Plettau, Slabozeski, Stanton, Carroll, Deserio, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was opened at 7:33 p.m.

Chairman Thomas presented a request (V-23-1-1-1) of Robert Bannon 2411 Durness for a setback variance from the required 10' to 6" off the property line for the construction of a shed. Mr. Bannon addressed the Commission. He explained that he would like to place an 8' x 10' shed, 6 inches off the property line versus the required 10 foot requirement. The property is pie shaped and is on a cul-de-sac. The rear of the property abuts the ComEd property so this would not impact the neighbors. Planner Rigoni explained that this is a large lot and is pie shaped. This request will meet the 50% lot coverage requirement. Chairman Thomas asked if there is an easement at the rear of the property. Planner Rigoni explained that we do not have any records that show one. We can condition the approval of the building permit subject to verification of an easement. Mr. Bannon explained that the foundation will be pavers and he would be able to move the shed if necessary. Commissioner Peterson asked if the power is overhead or underground. It is underground. Chairman Thomas questioned moving the shed closer to the existing deck. Mr. Bannon explained that this would interfere with the maintenance of the yard for lawn cutting. Commissioner Carroll asked about positioning the shed at the end of the driveway. Mr. Bannon explained that it would be an eyesore and in his neighbor's yard.

Chairman Thomas asked for comments and questions from the audience.

Ted Bostrom explained that he is not opposed to the variance request. He informed the Commission that he has a 7 ½' easement at the rear of his property. If it is in an easement, ComEd can come along and remove it. Chairman Thomas asked if we approve this request, do we need to contact ComEd. Planner Rigoni explained that we do not. ComEd will remove anything from an easement if they need to access it. Commissioner Peterson explained that there are overhead lines where he lives and ComEd has a more modern way to do the necessary repairs so that they don't have to drive their trucks back there. Mr. Bannon said that as far as the drainage, the low spot is 40' from the existing house. The drainage would be at least a foot away from the proposed shed.

Chairman Thomas asked for a motion to close the public hearing on (V-23-1-1-1).

(#3) Motion by Commissioner Carroll, seconded by Commissioner Deserio, to close the public hearing on (V-23-1-1-1).

On roll call, the vote was:

AYES: Commissioner Carroll, Deserio, Peterson, Plettau, Slabozeski, Stanton, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was closed at 7:44 p.m.

Chairman Thomas asked for a motion to approve or deny a recommendation to the City Council on (V-23-1-1-1) request of Robert Bannon 2411 Durness for a setback variance from the allowed 10' to 6" off the west property line for the construction of a shed pending the location of the easement and drainage.

(#4) Motion by Commissioner Deserio, seconded by Commissioner Slabozeski, to recommend to the City Council the approval of the request of Robert Bannon 2411 Durness for a setback variance from the allowed 10' to 6" off the west property line for the construction of a shed pending the location of the easement and drainage.

On roll call, the vote was:

AYES: Commissioner Deserio, Slabozeski, Stanton, Carroll, Peterson, Plettau, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

Chairman Thomas informed the petitioner that the Plan Commission is a recommendation body only. The City Council will hear their case at their next meeting unless further information is required prior to the City Council meeting.

Chairman Thomas asked for a motion to open the public hearing on case #V-23-1-1-1. The necessary paperwork was in order.

(#5) Motion by Commissioner Plettau, seconded by Commissioner Peterson, to open a public hearing on V-23-2-1-2.

On roll call, the vote was:

AYES: Commissioner Plettau, Peterson, Deserio, Carroll, Stanton, Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was opened at 7:47 p.m.

Chairman Thomas presented a request (V-23-2-1-2) request of Brown's Chicken for a variance for an electronic message on a monument sign that is 6" larger than what is available on the road sign at 16111 Weber Road. Planner Rigoni informed the Commission that the representative who was scheduled to appear tonight was ill and could not be in attendance. She explained that a setback



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	March 6, 2023
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Approve an Ordinance for a Variance to Permit the installation of an electronic message center sign on an existing (Brown's Chicken)

Summary: Tim Kennifick's (Brown's Chicken) request to permit the installation of an electronic message center sign on an existing monument sign was before the City Council Work Session on February 13, 2023. At that meeting the City Council discussed the proposed variance request to permit the installation of the electronic message center sign.

The attached ordinance includes the one condition recommended by the Plan Commission in conjunction with their recommendation. To conclude the discussion, the Council directed staff to prepare the necessary ordinance and place the ordinance on a future City Council meeting agenda for final action and ordinance approval.

The conditions are as follows:

1. Installation of landscaping at the base of the proposed sign.

Recommended Council Action: If the Mayor and City Council are amenable to the Brown's Chicken variance request, I would ask that you approve the variance Ordinance subject to the Findings of Fact, including one condition provided in the Ordinance.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Attachments: Variance Ordinance

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A VARIATION TO THE CREST HILL SIGN CODE WITH
RESPECT TO CERTAIN REAL PROPERTY
(APPLICATION OF BROWNS CHICKEN 16111 WEBER ROAD)**

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

WHEREAS, the Code states that a variation shall be permitted only upon the finding of certain requirements listed in the Code; and

WHEREAS, the City of Crest Hill (“City”) has enacted in Section 12.6-2 of the Zoning Ordinance, a process and procedure for seeking variances of the land use provisions of the Zoning Ordinance, and pursuant to past practice and policy, the City has utilized that same process and procedure for consideration of variations to the City’s Sign Code; and

WHEREAS, Tim Kennefick (“the Petitioner”) has filed an application requesting a variation from the Sign Code regarding the installation of an electronic message center sign for Browns Chicken (“Petition”) for certain property within the City Limits of the City of Crest Hill, Will County, Illinois, PIN: 11-04-20-105-015-0000, the common address of which property is: 16111 Weber Road, Crest Hill, Illinois (the “Property”), with proper notice thereof given; and

WHEREAS; the Crest Hill Plan Commission, by a formal vote taken on January 11, 2023, recommended approval of the application upon making the following findings, after holding a public hearing, with proper notice thereof given, as more fully detailed in the attached “Exhibit B,” based upon the evidence presented:

- A. The variation is in harmony with the general purpose and intent of the Zoning Ordinance and Sign Code; and
- B. The plight of the owner is due to unique circumstances and thus strict enforcement of the Zoning Ordinance and Sign Code would result in practical difficulties or impose exceptional hardships due to the special and unusual conditions that are not generally found on other properties in the same zoning district; and
- C. The Property cannot yield a reasonable return if permitted to be used only under the conditions allowed by the Zoning Ordinance and Sign Code; and
- D. The variation, if granted, will not alter the essential character of the locality and will not be a substantial detriment to adjacent Property; and

WHEREAS, the City Council has examined the January 11, 2023 Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Petitioner in an open meeting regularly scheduled; and

WHEREAS, the City Council finds that it is in the best interests of the City that the Recommendation of the Plan Commission be adopted and the Variance Application be granted.

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

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

SECTION 2: That the City Council hereby adopts and ratifies the Findings and Decision of the Plan Commission, attached hereto as “Exhibit B” and incorporated by reference herein, as the Findings and Decision of the City Council in relation to the application requesting a variation from the Zoning Ordinance and Sign Code regarding the installation of an electronic message center sign for Browns Chicken (“Petition”) for certain property within the City Limits of the City of Crest Hill, Will County, Illinois, PIN: 11-04-20-105-015-0000 the common address of which property is 16111 Weber Road, Crest Hill, Illinois, as to the real estate hereinafter described:

Territory Described. See attached legal description “Exhibit A.”

Conditioned upon the reviewed plans, public testimony, and findings of fact, and installation of landscaping at the base of the sign.

SECTION 3: A variation is hereby granted to the Crest Hill Zoning Ordinance and Sign Code regarding the installation of an electronic message center sign on the existing monument sign, PIN 11-04-20-105-015-0000, the property located at 16111 Weber Road, Crest Hill, Illinois.

SECTION 4: This Ordinance shall take effect upon its passage according to law.

[Left Intentionally Blank]

PASSED THIS 6th DAY OF MARCH, 2023

	Aye	Nay	Absent	Abstain
Alderman John Vershay	_____	_____	_____	_____
Alderman Scott Dyke	_____	_____	_____	_____
Alderwoman Claudia Gazal	_____	_____	_____	_____
Alderman Cipiti	_____	_____	_____	_____
Alderperson Tina Oberlin	_____	_____	_____	_____
Alderman Jefferson	_____	_____	_____	_____
Alderman Nate Albert	_____	_____	_____	_____
Alderman Joe Kubal	_____	_____	_____	_____
Mayor Ray Soliman	_____	_____	_____	_____

Christine Vershay-Hall, City Clerk

APPROVED THIS 6th DAY OF MARCH, 2023.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

“Exhibit A”

LOT 2 IN CRESTLAKE COMMERCIAL SUB, BEING A SUB OF PRT OF THE NW1/4 OF SEC 20,
T36N-R10E.IN WILL COUNTY ILLINOIS.

PERMANENT INDEX NO: 11-04-20-105-015-0000.

“Exhibit B”

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

IN RE:)	
)	
The application of Tim Kennefick)	No. V-23-2-1-2
(Brown’s Chicken))	
)	
For a variation.)	

**FINDINGS AND DECISION OF THE
PLAN COMMISSION AS TO CASE NO. V-23-2-1-2
THE APPLICATION TIM KENNEFICK
FOR A SIGN CODE VARIATION AT 16111 WEBER ROAD**

THIS APPLICATION, coming before the Crest Hill Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on January 11, 2023, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

- A. That the applicant, Tim Kennefick is a tenant of the real estate described in the application;
- B. That the application seeks a variation for the property described in the application, commonly known as 16111 Weber Road, Crest Hill, Illinois (the “Property”);
- C. That the Property is zoned B-3;
- D. That the application seeks approval of a variation from the requirements of Section 15.12.080 of the Sign Code, through Section 12.6 of the Crest Hill Zoning Ordinance in conjunction with the installation of an electronic message center sign for Browns Chicken (“Application”) for certain property within the City Limits of the City of Crest Hill, Will County, Illinois, PIN: 11-04-20-105-015-0000, the property located at 16111 Weber Road, Crest Hill, Illinois.
- E. That the proposed use is not allowed on the property as currently zoned;
- F. That the application for the variation was properly submitted and notice of the application and the public hearing were properly made;
- G. That no interested parties filed their appearances herein;
- H. That the public hearing was called into order, the applicant allowed to present its evidence and arguments in support of its application;

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

J. That the proposed variation, as considered under section 12.6 of the zoning code, meets the standards for the granting of a variation under section 12.6-2 as the proposed use meets all of the criteria set forth in subsections 12.6-2(1)-(8).

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

1. That the application of Tim Kennefick, Brown Chicken, for variation from the Crest Hill Sign Code regarding the installation of an electronic message center sign for Browns Chicken ("Application") for certain property within the City Limits of the City of Crest Hill, Will County, Illinois, PIN: 11-04-20-105-015-0000, for the property located at 16111 Weber Road, Crest Hill, Illinois, was approved and is supported by the evidence adduced;

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the application for the variation be granted.

Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11th Day of January 2022 upon the following roll call vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	_____	_____	_____	_____
Commissioner Ken Carroll	_____	_____	_____	_____
Commissioner Cheryl Slabozeski	_____	_____	_____	_____
Commissioner Angelo Deserio	_____	_____	_____	_____
Commissioner Jan Plettau	_____	_____	_____	_____
Commissioner Jeff Peterson	_____	_____	_____	_____
Commissioner John Stanton	_____	_____	_____	_____

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

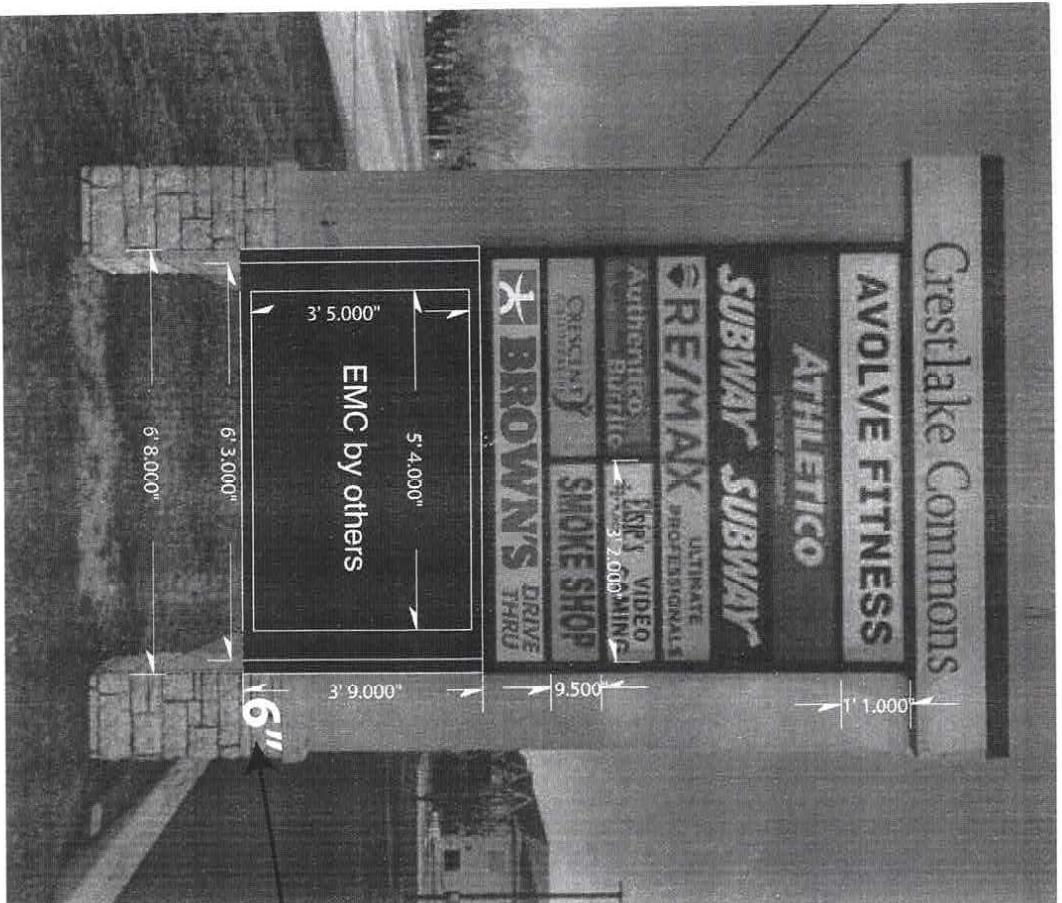
CLIENT: Brown's Chicken

- Move Crescent Chiropractic and one of the Smoke Shop panels up to replace La Michoacana and the extra Smoke Shop panel
- Supply new d/f single panel with logo/Browns/drivethru
- Mount 6'3"(w) x 3'9"(h) EMC unit (provided by others) supported with brackets and 2.5"w filler panels to fill the space between the columns and the frame around the actual unit.

Unless colors are called out in Pantone color, we will be using industry standard CMYK colors for Epson.

Project:

Location: 16111 Weber Road Crest Hill, IL
 Number: 210841
 Drawing Number: 1.0
 Date: 10/5/21 REV# 01 REV DATE: 10/7
 Scale: N/A



Using 6 inches
 inside of the
 brick area.

EX. 49 SF 5 ac. <
 fill in back w/bricks?
 EML = 23.4 SF
 1 p/bn sign - bottom sig
 le of above above gr.
 1 g.s. sign?

ALL RIGHT SIGN IS NOT RESPONSIBLE FOR ANY MISPELLINGS, ERRORS OR OMISSIONS AFTER APPROVAL OF DESIGN PROOF. APPROVAL INCLUDED VIA EMAIL. FAX AND SIGNED PRINTED COPY. ANY MISPELLINGS, ERRORS OR OMISSIONS AFTER APPROVAL WILL BE CHARGED TO CUSTOMER OF THE PROJECT.

BY SIGNING THIS PRINT, I UNDERSTAND THAT I AM ACCEPTING ALL ASPECTS OF THIS DRAWING. THIS INCLUDES ARTWORK, SPECIFICATIONS, DIMENSIONS, SPELLING AND ANY OTHER REPRESENTATION AS HEREIN. THE ARTWORK LISTED ON THIS DESIGN PROOF IN HARD COPY OR DIGITAL FORM IS PROPERTY OF ALL-RIGHT SIGN INC. UNTIL FINAL PAYMENT HAS BEEN RECEIVED. ALL RIGHTS RESERVED. NO PART OF THIS ARTWORK OR DRAWING MAY BE REPRODUCED WITHOUT WRITTEN PERMISSION FROM ALL-RIGHT SIGN, INC.

Sign
 HERE

ALL-RIGHT
 Sign

(#3) Motion by Commissioner Carroll, seconded by Commissioner Deserio, to close the public hearing on (V-23-1-1-1).

On roll call, the vote was:

AYES: Commissioner Carroll, Deserio, Peterson, Plettau, Slabozeski, Stanton, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was closed at 7:44 p.m.

Chairman Thomas asked for a motion to approve or deny a recommendation to the City Council on (V-23-1-1-1) request of Robert Bannon 2411 Durness for a setback variance from the allowed 10' to 6" off the west property line for the construction of a shed pending the location of the easement and drainage.

(#4) Motion by Commissioner Deserio, seconded by Commissioner Slabozeski, to recommend to the City Council the approval of the request of Robert Bannon 2411 Durness for a setback variance from the allowed 10' to 6" off the west property line for the construction of a shed pending the location of the easement and drainage.

On roll call, the vote was:

AYES: Commissioner Deserio, Slabozeski, Stanton, Carroll, Peterson, Plettau, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

Chairman Thomas informed the petitioner that the Plan Commission is a recommendation body only. The City Council will hear their case at their next meeting unless further information is required prior to the City Council meeting.

Chairman Thomas asked for a motion to open the public hearing on case #V-23-1-1-1. The necessary paperwork was in order.

(#5) Motion by Commissioner Plettau, seconded by Commissioner Peterson, to open a public hearing on V-23-2-1-2.

On roll call, the vote was:

AYES: Commissioner Plettau, Peterson, Deserio, Carroll, Stanton, Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was opened at 7:47 p.m.

Chairman Thomas presented a request (V-23-2-1-2) request of Brown's Chicken for a variance for an electronic message on a monument sign that is 6" larger than what is available on the road sign at 16111 Weber Road. Planner Rigoni informed the Commission that the representative who was scheduled to appear tonight was ill and could not be in attendance. She explained that a setback

variance was granted for this location in 2017. Because the signage was approved with a variance, any changes would have to come back for approval if any changes are requested. This request would add an addition sign to the bottom of the monument sign and would overhang the brick face by 6". Also, per the ordinance that was updated in 2018, landscaping is now required. The petitioner had no problem complying with the updated ordinance. Commissioner Carroll asked how close the sign would be to the ground. Planner thought that it would be 3'. Chairman Thomas questioned signage that was located further to the south. Discussion followed on the landscaping.

Chairman Thomas asked for comments and questions from the audience. There were none.

Chairman Thomas asked for a motion to close the public hearing on (V-23-2-1-2).

(#6) Motion by Commissioner Carroll, seconded by Commissioner Plettau, to close the public hearing on (V-23-1-1-1).

On roll call, the vote was:

AYES: Commissioner Carroll, Plettau, Slabozeski, Stanton, Deserio, Peterson, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

The public hearing was closed at 7:52 p.m.

Chairman Thomas asked for a motion to approve or deny a recommendation to the City Council on (V-23-2-1-2) request of Brown's Chicken for a variance for a sign that is 6" larger than what is available on the road sign at 16111 Weber Road and to include landscaping in the plan.

(#7) Motion by Commissioner Plettau, seconded by Commissioner Peterson, to recommend to the City Council the approval of (V-23-2-1-2) request of Brown's Chicken for a variance for a sign that is 6" larger than what is available on the road sign at 16111 Weber Road and to include landscaping in the plan.

On roll call, the vote was:

AYES: Commissioner Plettau, Peterson, Deserio, Carroll, Stanton Slabozeski, Chairman Thomas.

NAYES: None.

ABSENT: None.

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

PUBLIC COMMENTS: There was no one wishing to address the Commission.

Chairman Thomas gave a brief speech congratulating Administration Clerk Laurie Thrasher on her upcoming retirement after 34 year with the City and as secretary to the Plan Commission. Administration Clerk Thrasher gave a brief speech. She introduced Administration Clerk Samantha Tilley, Deputy City Clerk Karen Kozierka and City Clerk Christine Vershay-Hall who were attendance at the meeting. Commissioner Carroll gave a brief speech.

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



City Council Agenda Memo

Crest Hill, IL

Meeting Date: March 6, 2023

Submitter: Maura Rigoni, AICP, Interim Planner

Department: Community & Economic Development

Agenda Item: Approve a Resolution to adopt the 2023 Zoning Map

Summary: Illinois State Statute requires that all municipalities adopt an official zoning map by March 31st of each year. This Zoning Map is to reflect any zoning change that have occurred between January 1st and December 31st of the previous year.

The Zoning Map has been updated to include all special uses that have occurred last calendar year. Please note there were no properties rezoned this past year. A copy of the map has been attached for your review. Below is a list and location of the rezoning and special uses that are now reflected on the zoning map.

A resolution approving the 2023 Official Zoning Map, has been included for your consideration.

Ordinance		PIN	Address	Business/Applicant	Special Use	Requested Change
Date	Number					
3/21/2022	1899	11-04-31-216-023-0000	1716 Tomich Court, Unit B	James Servantez	x	Special Use: Auto Sales
10/3/2022	1920	11-04-31-404-006-0000	1807 Plainfield Road	Alano Club of Joliet	x	Special Use: Indoor Civic/Institutional
10/17/2022	1930	11-04-31-404-012-0000	NWC Theodore and Larkin	Hillcrest Shopping Center	x	Special Use: Planned Unit Development and Drive-thru-facilities
11/7/2022	1934	11-04-19-400-007-0000	NWC Weber and Division	Heidner	x	Special Use Planned Unit Development and three drive thru facilities

Recommended Council Action: If the Mayor and City Council are amenable to revisions to the Zoning Map, I would ask that you approve Resolution, formally adopting the 2023 Zoning Map.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Attachments: Resolution and DRAFT 2023 Zoning Map

RESOLUTION NO. ____

**A RESOLUTION ADOPTING THE 2023 ZONING MAP FOR THE
CITY OF CREST HILL, WILL COUNTY, ILLINOIS**

WHEREAS, the City of Crest Hill is non-home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 *et seq.*; and

WHEREAS, the City of Crest Hill is authorized by the Illinois Municipal Code, Article 11, Divisions 13 and 15, to regulate land use through Zoning Ordinances, and has the power to annex territory and approve maps and plats; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have consistently exercised their zoning authority pursuant to the Illinois Municipal Code, Divisions 13 and 15, and hereby desire to adopt a revised zoning map reflecting annexations and map amendments in effect as of December 31, 2022; and

WHEREAS, the Corporate Authorities of the City of Crest Hill find that the proposed 2023 Zoning Map, attached hereto as Exhibit A, accurately depicts all zoning districts, boundaries and map amendments of and for the City of Crest Hill as of December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Will County, Illinois, As Follows:

SECTION 1: ADOPTION OF THE 2023 ZONING MAP. That the 2023 Zoning Map attached hereto as Exhibit A and incorporated herein by reference is hereby adopted in its entirety as the Official Zoning Map of the City of Crest Hill and thereby determines the boundaries of the zoning districts pursuant to 65 ILCS 5/11-13-1 and 2.

SECTION 2: PUBLICATION OF OFFICIAL ZONING MAP. That the City Clerk is directed to publish a notice regarding the availability of the 2023 Zoning Map following passage of this Resolution.

SECTION 3: EFFECTIVE DATE. The 2023 Zoning Map 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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RESOLVED THIS 6TH DAY OF MARCH, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 6TH DAY OF MARCH, 2023.

Raymond R. Soliman, Mayor

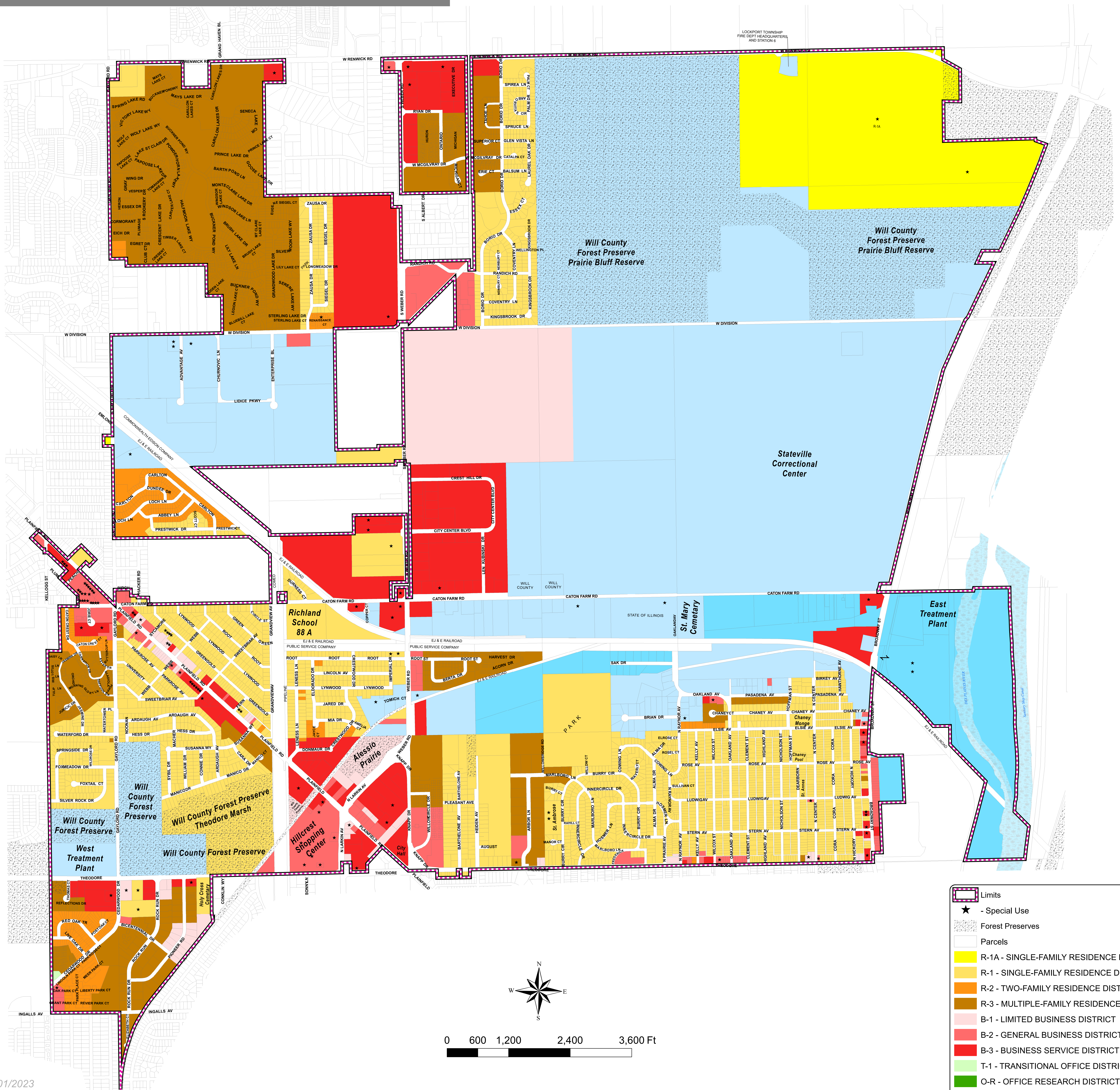
ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

City of Crest Hill

Zoning Map 2023



Last Updated: 03/01/2023

Adopted: 03/06/2023



Agenda Memo

Crest Hill, IL

Meeting Date:	03-06-2023
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Request to purchase computer and monitors

Summary:

The police department needs an additional Dell tower computer for the security room in the new police station. This equipment was not included in the original proposal from Techlife and is needed to complete the configuration of the design and functionality of our camera viewing capabilities. Below is the estimated cost breakdown. \$2,429.99 One Dell XPS 8950 Intel Core i7 11th Gen 11700 2.5GHz Processor; NVIDIA GeForce RTX 3060 12GB GDDR6; 32GB DDR4-2933 RAM; 1TB SSD+1TB HDD \$219.98 Two Dell 22 Monitors – 21.5” LCD _ Model E2220H (\$109.99 Each) This request was discussed at the February 27, 2023, work session. I am formally asking for approval.

Recommended Council Action: Approval of purchase of computer and two monitors for the security room.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$0.00

Cost: \$2649.97

Attachments:



City Council Agenda Memo

Crest Hill, IL

Meeting Date: March 6, 2023

Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer

Department: Treasurer's Office

Agenda Item: Approval of the List of Bills through March 7, 2023 in the amount of \$675,783.05

Summary: Attached is the List of Bills through March 7, 2023 in the amount of \$675,783.05

Recommended Council Action: Approval of the List of Bills through March 7, 2023 in the amount of \$675,783.05

Financial Impact:

Funding Source: Expenditures will be paid from the respective fund from which the expenditure originated.

Budgeted Amount:

Cost:

Attachments: Approval of the List of Bills through March 7, 2023 in the amount of \$675,783.05.pdf

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 02/01/2023,03/07/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
26	Aflac	February 202	AFLAC 02-2023	02/26/2023	1,692.48	1,692.48	19878	03/07/2023	223	01002439
Total 26:					1,692.48	1,692.48				
46	Republic Ser	0721-007448	FEBRUARY 2023 RESI	02/20/2023	108,950.66	108,950.66	19928	03/07/2023	223	80005300
Total 46:					108,950.66	108,950.66				
82	Aramark	6030121810	MATS FOR PUBLIC WO	02/14/2023	30.72	30.72	19882	03/07/2023	223	01045300
		6030121814	UNIFORMS FOR WATE	02/14/2023	27.08	27.08	19882	03/07/2023	223	07065300
		6030121814	UNIFORMS FOR EAST	02/14/2023	27.08	27.08	19882	03/07/2023	223	07085300
		6030121817	UNIFORMS FOR WEST	02/14/2023	30.07	30.07	19882	03/07/2023	223	07085300
		6030123702	UNIFORMS FOR STRE	02/17/2023	162.12	162.12	19882	03/07/2023	223	01035300
		6030124884	MATS FOR CITY HALL/	02/21/2023	191.69	191.69	19882	03/07/2023	223	01045300
		6030124886	UNIFORMS FOR WATE	02/21/2023	61.53	61.53	19882	03/07/2023	223	07065300
		6030124886	UNIFORMS FOR EAST	02/21/2023	61.54	61.54	19882	03/07/2023	223	07085300
		6030124887	UNIFORMS FOR WEST	02/21/2023	30.07	30.07	19882	03/07/2023	223	07085300
		6030126514	UNIFORMS FOR STRE	02/24/2023	283.30	283.30	19882	03/07/2023	223	01035300
		6030127652	MATS FOR PUBLIC WO	02/28/2023	30.72	30.72	19882	03/07/2023	223	01045300
		6030127654	UNIFORMS FOR WATE	02/28/2023	31.93	31.93	19882	03/07/2023	223	07065300
		6030127654	UNIFORMS FOR EAST	02/28/2023	31.92	31.92	19882	03/07/2023	223	07085300
		6030127656	UNIFORMS FOR WEST	02/28/2023	30.07	30.07	19882	03/07/2023	223	07085300
Total 82:					1,029.84	1,029.84				
102	AT&T 831-00	9266466709	MONTHLY STATEMENT	02/19/2023	1,237.21	1,237.21	19883	03/07/2023	223	07085350
		9266466709	MONTHLY STATEMENT	02/19/2023	1,237.21	1,237.21	19883	03/07/2023	223	07075350
Total 102:					2,474.42	2,474.42				
103	AT&T 831-00	0475066702	MONTHLY STATEMENT	02/19/2023	137.50	137.50	19884	03/07/2023	223	07065350
Total 103:					137.50	137.50				
108	AT&T 831-00	1865856703	INTERNET SERVICES	02/11/2023	693.13	693.13	19885	03/07/2023	223	01105350
Total 108:					693.13	693.13				
112	Accurate Em	AUR2153683	EMPLOYMENT SCREE	03/01/2023	145.03	145.03	19877	03/07/2023	223	01105300
		AUR2153683	EMPLOYMENT SCREE	03/01/2023	129.13	129.13	19877	03/07/2023	223	01105300
		AUR2153683	EMPLOYMENT SCREE	03/01/2023	145.03	145.03	19877	03/07/2023	223	01105300
		AUR2153683	EMPLOYMENT SCREE	03/01/2023	145.03	145.03	19877	03/07/2023	223	01105300
		AUR2153683	EMPLOYMENT SCREE	03/01/2023	113.23	113.23	19877	03/07/2023	223	01105300
		AUR2153683	EMPLOYMENT SCREE	03/01/2023	158.27	158.27	19877	03/07/2023	223	01105300
Total 112:					835.72	835.72				
285	Cintas Fire P	0F94070287	ANNUAL FIRE & SPRIN	02/16/2023	491.90	491.90	19889	03/07/2023	223	07085300
		0F94674796	ANNUAL FIRE & SPRIN	02/14/2023	1,347.95	1,347.95	19889	03/07/2023	223	07085300
		0F94677506	ANNUAL FIRE & SPRIN	02/15/2023	488.45	488.45	19889	03/07/2023	223	01045300
Total 285:					2,328.30	2,328.30				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
291	City of Joliet	956278	FLEET FUEL POLICE 1	02/24/2023	4,669.54	4,669.54	19890	03/07/2023	223	01075410
		956278	FLEET FUEL PUBLIC	02/24/2023	5,456.23	5,456.23	19890	03/07/2023	223	01075410
		956278	FLEET FUEL FACILITIE	02/24/2023	84.39	84.39	19890	03/07/2023	223	01075410
		956278	FLEET FUEL BUILDING	02/24/2023	122.67	122.67	19890	03/07/2023	223	01075410
Total 291:					10,332.83	10,332.83				
318	Comcast 877	FEBRUARY	CITY HALL COMCAST	01/16/2023	2.10	2.10	19892	03/07/2023	223	01105350
	March 2023		COMCAST BUSINESS	02/16/2023	2.10	2.10	19892	03/07/2023	223	01105350
Total 318:					4.20	4.20				
334	ComEd 4715	February 202	MONTHLY STATEMENT	02/20/2023	264.22	264.22	19893	03/07/2023	223	01035351
Total 334:					264.22	264.22				
452	Constellation	6459182420	EAST PLANT ELECTRI	02/16/2023	7,167.20	7,167.20	19896	03/07/2023	223	07085353
Total 452:					7,167.20	7,167.20				
455	Constellation	6459180260	MONTHLY INVOICE	02/16/2023	1,142.88	1,142.88	19895	03/07/2023	223	07065353
Total 455:					1,142.88	1,142.88				
458	Constellation	6459187120	MONTHLY INVOICE	02/16/2023	1,138.73	1,138.73	19897	03/07/2023	223	07065353
Total 458:					1,138.73	1,138.73				
461	Constellation	6464289630	MONTHLY INVOICE	02/23/2023	735.51	735.51	19894	03/07/2023	223	07065353
Total 461:					735.51	735.51				
478	eLineup LLC	1211	ELINEUP SOFTWARE	12/12/2023	600.00	600.00	19901	03/07/2023	223	01065301
Total 478:					600.00	600.00				
518	Experian	CD23110302	FEBURARY 2023 MON	02/24/2023	27.00	27.00	19902	03/07/2023	223	01025310
Total 518:					27.00	27.00				
526	FedEx	9-645-68343	LATE FEE	02/22/2023	6.93	6.93	19903	03/07/2023	223	01105322
Total 526:					6.93	6.93				
606	GovHR USA	2-02-23-095	COMPENSATION STU	02/20/2023	3,750.00	3,750.00	19904	03/07/2023	223	01105300
Total 606:					3,750.00	3,750.00				
610	Grainger	9603930232	BUILDING/CLEANING	02/09/2023	241.95	241.95	19906	03/07/2023	223	01045400
		9604692633	V-BELTS FOR EAST PL	02/10/2023	208.80	208.80	19906	03/07/2023	223	07085366
Total 610:					450.75	450.75				
640	Hawkins Inc	6403222	CHLORINE FOR WELL	02/15/2023	330.00	330.00	19907	03/07/2023	223	07065421
Total 640:					330.00	330.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
644	Core & Main	S342036	METERS	02/10/2023	18,542.00	18,542.00	19898	03/07/2023	223	07095470
		S380726	METERS	02/17/2023	28,448.00	28,448.00	19898	03/07/2023	223	07095470
		S380729	METERS	02/17/2023	118,872.00	118,872.00	19898	03/07/2023	223	07095470
Total 644:					165,862.00	165,862.00				
655	Heritage Corr	12537	2023 HERITAGE CORR	03/01/2023	1,050.00	1,050.00	19908	03/07/2023	223	01015321
Total 655:					1,050.00	1,050.00				
742	IL Office of th	5125133873	ELEVATOR PERMIT	02/23/2023	260.00	260.00	19910	03/07/2023	223	01045300
Total 742:					260.00	260.00				
820	Joliet Townsh	February 202	ANIMAL CONTROL SE	02/15/2023	1,250.00	1,250.00	19911	03/07/2023	223	01105300
Total 820:					1,250.00	1,250.00				
846	Kimball Midw	100772916	DRILL BITS FOR WEST	02/17/2023	499.30	499.30	19912	03/07/2023	223	07085365
		100773089	CAP SCREWS	02/17/2023	129.04	129.04	19912	03/07/2023	223	01045400
		100786247	SAW BLADES	02/22/2023	240.32	240.32	19912	03/07/2023	223	01045400
Total 846:					868.66	868.66				
901	Lockport Twp	February 202	MEADE REPAIRS - OP	02/16/2023	1,541.49	1,541.49	19915	03/07/2023	223	01035351
Total 901:					1,541.49	1,541.49				
917	LumberZach	2-15-23	WEST PLANT TREEE R	02/15/2023	8,000.00	8,000.00	19916	03/07/2023	223	35007512
		2-16-23	TREE REMOVAL	02/16/2023	8,500.00	8,500.00	19916	03/07/2023	223	35007512
Total 917:					16,500.00	16,500.00				
956	McMaster Ca	92624623	PUBLIC WORKS BUILD	02/10/2023	231.96	231.96	19917	03/07/2023	223	01035400
		93019219	TYVEK SUITS	02/17/2023	283.78	283.78	19917	03/07/2023	223	07085365
Total 956:					515.74	515.74				
958	Meade, Inc.	703504	TRAFFIC SIGNAL MAIN	02/28/2023	600.00	600.00	19918	03/07/2023	223	01035300
		703789	ILLUMINATED SIGN IN	02/21/2023	11,985.90	11,985.90	19918	03/07/2023	223	05005300
Total 958:					12,585.90	12,585.90				
961	Menards	48992	FISH TAPES	02/07/2023	104.98	104.98	19919	03/07/2023	223	01035400
		49102	PUBLIC WORKS SUPP	02/10/2023	127.32	127.32	19919	03/07/2023	223	01035400
		49296	LATEX GLOVES	02/15/2023	5.49	5.49	19919	03/07/2023	223	07065361
		49341	PRIMER AND BASE	02/16/2023	25.12	25.12	19919	03/07/2023	223	01045400
		49544	SURGE PROTECTOR	02/21/2023	34.50	34.50	19919	03/07/2023	223	07095301
		49546	CABLE TIES	02/21/2023	11.21	11.21	19919	03/07/2023	223	07065361
		49573	EAST PLANT SUPPLIE	02/22/2023	110.46	110.46	19919	03/07/2023	223	07085366
		49643	MILKHOUSE HEATER	02/24/2023	45.98	45.98	19919	03/07/2023	223	07085366
Total 961:					465.06	465.06				
986	Allegra Joliet	124444	BUSINESS CARDS FO	02/22/2023	77.35	77.35	19879	03/07/2023	223	01165401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 986:					77.35	77.35				
991	MOE Fringe	B. Matusak	MARCH 2023 B. MATU	02/27/2023	503.40	503.40	347	02/01/2023	123	01034100
		B. Matusak	MARCH 2023 B. MATU	02/27/2023	83.90	83.90	347	02/01/2023	123	07064100
		B. Matusak	MARCH 2023 B. MATU	02/27/2023	251.70	251.70	347	02/01/2023	123	07094100
		March 2023	03-2023 LOCAL 150	03/01/2023	2,558.00	2,558.00	347	02/01/2023	123	01024200
		March 2023	03-2023 LOCAL 150	03/01/2023	8,034.90	8,034.90	347	02/01/2023	123	01034200
		March 2023	03-2023 LOCAL 150	03/01/2023	1,677.00	1,677.00	347	02/01/2023	123	01044200
		March 2023	03-2023 LOCAL 150	03/01/2023	5,116.00	5,116.00	347	02/01/2023	123	01074200
		March 2023	03-2023 LOCAL 150	03/01/2023	2,046.40	2,046.40	347	02/01/2023	123	01114200
		March 2023	03-2023 LOCAL 150	03/01/2023	419.50	419.50	347	02/01/2023	123	01124200
		March 2023	03-2023 LOCAL 150	03/01/2023	1,678.00	1,678.00	347	02/01/2023	123	01164200
		March 2023	03-2023 LOCAL 150	03/01/2023	4,872.95	4,872.95	347	02/01/2023	123	07064200
		March 2023	03-2023 LOCAL 150	03/01/2023	3,078.25	3,078.25	347	02/01/2023	123	07074200
		March 2023	03-2023 LOCAL 150	03/01/2023	4,491.40	4,491.40	347	02/01/2023	123	07084200
		March 2023	03-2023 LOCAL 150	03/01/2023	4,986.60	4,986.60	347	02/01/2023	123	07094200
Total 991:					39,798.00	39,798.00				
1058	Nicor 94-96-3	January 2023	MONTHLY STATEMENT	02/08/2023	89.41	89.41	19920	03/07/2023	223	07085350
Total 1058:					89.41	89.41				
1079	Notary Public	K. Kozerka 2	NOTARY RENEWAL - K	02/14/2023	59.00	59.00	19921	03/07/2023	223	01105401
		S. Tilley 2023	NOTARY STAMP - SAM	02/14/2023	59.00	59.00	19921	03/07/2023	223	01105401
		S. Tilley 2023	NOTARY REPORT BOO	02/14/2023	20.00	20.00	19921	03/07/2023	223	01105401
Total 1079:					138.00	138.00				
1140	Petty Cash F	February 202	FEBRUARY 2023 MILE	02/24/2023	50.00	50.00	19923	03/07/2023	223	01015342
Total 1140:					50.00	50.00				
1145	Petty Cash F	February 202	PETTY CASH FOR PW	02/17/2023	193.00	193.00	19922	03/07/2023	223	01035343
Total 1145:					193.00	193.00				
1161	Police Chiefs	2023 Annual	WILL/GRUNDY MAJOR	12/27/2023	1,000.00	1,000.00	19924	03/07/2023	223	01025341
Total 1161:					1,000.00	1,000.00				
1174	PreCise MR	200-1041505	PRECISE GPS SUBSC	02/28/2023	306.00	306.00	19925	03/07/2023	223	01035300
Total 1174:					306.00	306.00				
1222	Reliance Sta	March 2023	RELIANCE STD 03-202	03/01/2023	272.00	272.00	19926	03/07/2023	223	01002438
Total 1222:					272.00	272.00				
1225	Rental Max	574707-9	WEST PLANT RENTAL	02/16/2023	1,130.08	1,130.08	19927	03/07/2023	223	07085365
		574724-9	WEST PLANT RENTAL	02/16/2023	947.52	947.52	19927	03/07/2023	223	07085365
Total 1225:					2,077.60	2,077.60				
1355	Standard Eq	R01283	VAC RENTAL	01/19/2023	11,000.00	11,000.00	19930	03/07/2023	223	07065372
		W09754	FLEET-VACTOR TRUC	02/17/2023	6,103.06	6,103.06	19930	03/07/2023	223	01075400

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1355:					17,103.06	17,103.06				
1360	State Treasur	62987	TRAFFIC SIGNAL MAIN	02/21/2023	3,516.63	3,516.63	19931	03/07/2023	223	01035351
		63166	TRAFFIC SIGNAL MAIN	02/17/2023	3,516.63	3,516.63	19931	03/07/2023	223	01035351
Total 1360:					7,033.26	7,033.26				
1366	Stewart Spre	3284	TRANSFER	02/15/2023	1,804.00	1,804.00	19932	03/07/2023	223	07085373
Total 1366:					1,804.00	1,804.00				
1373	Strand Assoc	0191747	LAKE MICHIGAN IMPLI	12/13/2022	16,177.14	16,177.14	19933	03/07/2023	223	07065332
		0193718	EAST PLANT PHOSPH	02/13/2023	7,359.38	7,359.38	19933	03/07/2023	223	35007631
		0193719	WELL 14	02/13/2023	10,170.00	10,170.00	19933	03/07/2023	223	12007615
		0193721	LAKE MICHIGAN IMPLI	02/13/2023	465.20	465.20	19933	03/07/2023	223	07065332
		0193722	OCCT DESKTOP	02/13/2023	1,720.00	1,720.00	19933	03/07/2023	223	07065332
		0193723	WELL 14	02/13/2023	22,810.00	22,810.00	19933	03/07/2023	223	12007615
		0193912	ON CALL WATER ENGI	02/13/2023	1,555.19	1,555.19	19933	03/07/2023	223	07065331
		0193995	ALLOCATION APPLICA	02/15/2023	21,695.80	21,695.80	19933	03/07/2023	223	07065332
Total 1373:					81,952.71	81,952.71				
1379	Suburban La	211049	DRINKING WATER LAB	02/17/2023	2,696.07	2,696.07	19934	03/07/2023	223	07065306
		211248	WASTEWATER LAB	02/21/2023	1,245.60	1,245.60	19934	03/07/2023	223	07085306
		211440	DRINKING WATER TES	02/28/2023	646.70	646.70	19934	03/07/2023	223	07065306
		211610	NPDES LAB	02/28/2023	948.12	948.12	19934	03/07/2023	223	07085306
Total 1379:					5,536.49	5,536.49				
1392	SWAHM	February 202	SWAHM 02-2023	02/01/2023	96,264.19	96,264.19	348	02/01/2023	123	01002438
Total 1392:					96,264.19	96,264.19				
1452	TransUnion	February 202	PERSON SEARCH FEB	03/01/2023	75.00	75.00	19935	03/07/2023	223	01015300
		January 2023	PERSON SEARCH JAN	02/01/2023	88.50	88.50	19935	03/07/2023	223	01025300
Total 1452:					163.50	163.50				
1502	Underground	059340	GASKETS FOR EAST P	02/27/2023	64.00	64.00	19936	03/07/2023	223	07085366
Total 1502:					64.00	64.00				
1503	Uni-Max Man	4397	JANITORAL SERVICES	02/17/2023	3,700.00	3,700.00	19937	03/07/2023	223	01045300
Total 1503:					3,700.00	3,700.00				
1521	USABlueBoo	262777	PIPE DESCALER	02/08/2023	128.30	128.30	19938	03/07/2023	223	01035400
Total 1521:					128.30	128.30				
1563	VSP of Illinois	March 2023	VSP MARCH 2023	02/17/2023	413.07	413.07	19942	03/07/2023	223	01002438
Total 1563:					413.07	413.07				
1589	Wescom	20230406	APRIL 2023 DISPATCHI	03/01/2023	25,376.38	25,376.38	19944	03/07/2023	223	01025307

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1589:					25,376.38	25,376.38				
1629	Work Zone S	58759	SIGNS	02/15/2023	26.00	26.00	19945	03/07/2023	223	01035400
		58809	STREET SIGNS	02/22/2023	158.64	158.64	19945	03/07/2023	223	05007640
Total 1629:					184.64	184.64				
1630	Wermer Rog	77422	FINAL PAYMENT FOR	02/15/2023	13,485.00	13,485.00	19943	03/07/2023	223	07095300
		77422	FINAL PAYMENT FOR	02/15/2023	13,485.25	13,485.25	19943	03/07/2023	223	01125300
Total 1630:					26,970.25	26,970.25				
1685	Verizon Wirel	9022315782	SUBPOENA	02/17/2023	50.00	50.00	19940	03/07/2023	223	01025310
Total 1685:					50.00	50.00				
1745	Bannon Exter	14393	CITY HALL EXTERMIN	02/27/2023	200.00	200.00	19887	03/07/2023	223	01045300
Total 1745:					200.00	200.00				
1755	Comcast 877	February 202	MONTHLY SERVICE F	02/14/2023	10.52	10.52	19891	03/07/2023	223	01065301
Total 1755:					10.52	10.52				
1778	Konica Minolt	9009150070	MONTHLY COPIER MAI	02/14/2023	392.82	392.82	19913	03/07/2023	223	01065301
Total 1778:					392.82	392.82				
1795	Konica Minolt	494715139	KONICA COPY MACHI	02/17/2023	436.00	436.00	19914	03/07/2023	223	01065301
Total 1795:					436.00	436.00				
1914	AT&T 831-00	2130326702	ETHERNET NETWORK	02/07/2023	1,315.44	1,315.44	19886	03/07/2023	223	01065350
Total 1914:					1,315.44	1,315.44				
1924	V3 Companie	123551	WATERMAIN DESIGN	02/09/2023	2,941.28	2,941.28	19939	03/07/2023	223	13007642
Total 1924:					2,941.28	2,941.28				
1953	Amazon Capi	16GP-7KKP-	P-TOUCH LABEL TAPE	02/26/2023	9.98	9.98	19880	03/07/2023	223	01105401
		16GP-7KKP-	TRI-FOLD PAPER TOW	02/26/2023	8.74	8.74	19880	03/07/2023	223	01105401
		16GP-7KKP-	TRI-FOLD PAPER TOW	02/26/2023	8.74	8.74	19880	03/07/2023	223	01115401
		16GP-7KKP-	TRI-FOLD PAPER TOW	02/26/2023	8.74	8.74	19880	03/07/2023	223	01125401
		16GP-7KKP-	TRI-FOLD PAPER TOW	02/26/2023	8.73	8.73	19880	03/07/2023	223	01165401
		1DK6-Y7MH-	RUBBER FINGER TIPS	02/10/2023	2.98	2.98	19880	03/07/2023	223	01115401
		1DK6-Y7MH-	KITCHEN SPONGES	02/10/2023	8.82	8.82	19880	03/07/2023	223	01105401
		1DK6-Y7MH-	FLASH DRIVES	02/10/2023	24.98	24.98	19880	03/07/2023	223	01115401
		1LWN-VH37-	PAPER PLATES & PRIN	02/26/2023	77.75	77.75	19880	03/07/2023	223	01025400
		1QWT-P4MC	AAA BATTERIES	02/17/2023	11.60	11.60	19880	03/07/2023	223	01165401
		1QWT-P4MC	BLUE TONER FOR PRI	02/17/2023	116.00	116.00	19880	03/07/2023	223	01165401
		1QWT-P4MC	ENVELOPES	02/17/2023	21.72	21.72	19880	03/07/2023	223	01165401
		1VHX-1NM6-	ELECTRICAL CONNEC	02/21/2023	10.99	10.99	19880	03/07/2023	223	07065361
		1WDK-K4DY-	JUNIOR LEGAL PADS	02/13/2023	8.43	8.43	19880	03/07/2023	223	01165401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1953:					328.20	328.20				
1954	Charles J De	104	ADMINISTRATIVE HEA	02/16/2023	600.00	600.00	19888	03/07/2023	223	01015300
Total 1954:					600.00	600.00				
1976	Voss Equipm	101230313	UNIT #280 LIQUID PRO	02/01/2023	1,360.72	1,360.72	19941	03/07/2023	223	01075400
Total 1976:					1,360.72	1,360.72				
1983	Cornwell Eng	12294	OCCT DESKTOP	02/08/2023	3,515.00	3,515.00	19899	03/07/2023	223	07065332
Total 1983:					3,515.00	3,515.00				
1985	SpectrumVol	IN659012	MONTHLY STATEMENT	03/01/2023	34.09	34.09	19929	03/07/2023	223	01105350
Total 1985:					34.09	34.09				
1991	Gracie Globa	10259-00002	LEVEL 2 CERTIFICATI	02/14/2023	4,800.00	4,800.00	19905	03/07/2023	223	01025341
Total 1991:					4,800.00	4,800.00				
1995	AnnaMarie FI	December 20	TRANSCRIPTION 21-0	03/01/2023	476.00	476.00	19881	03/07/2023	223	01025310
Total 1995:					476.00	476.00				
1996	ID Wholesale	359109-0827	I.D. PRINTING SYSTE	02/27/2023	2,996.16	2,996.16	19909	03/07/2023	223	01025310
Total 1996:					2,996.16	2,996.16				
1997	Daniels Shar	796903	CONTAINERS	01/31/2023	640.46	640.46	19900	03/07/2023	223	01025400
Total 1997:					640.46	640.46				
Grand Totals:					675,783.05	675,783.05				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 02/01/2023,03/07/2023