



Regular City Council Meeting

Crest Hill, IL

April 15, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

1. Conduct a Public Hearing for the City of Crest Hill's Fiscal Year 2024~2025 Annual Budget

Minutes:

2. Approve the Minutes from the Regular Meeting Held on April 1, 2024
3. Approve the Minutes from the Special Work Session Held on April 3, 2024
4. Approve the Minutes from the Special Work Session Held on April 4, 2024
5. Approve the Minutes from the Work Session Held on April 8, 2024
6. Approve the Minutes from the Special Work Session Held on April 9, 2024

City Attorney:

7. Agenda Item: Resolution to Post a Public Notice for the Sale of Surplus Property – Old City Hall 1610 Plainfield Rd., Crest Hill, IL 60403
8. Approve a Resolution Adopting a Policy for Remote Attendance at Public Meetings

City Administrator:

Public Works Department:

9. Approval of Pay Request #15 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,202,822.05

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

City Engineer:

- [10.](#) Approve a Resolution Approving an Construction Agreement for Parkrose Street Water Main Replacement and Road Reconstruction Improvement by and between the City of Crest Hill, Will County, Illinois and H. Linden & Sons Sewer and Water for an Amount of \$1,533,203.21
- [11.](#) Approve a Resolution Approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an Amount of \$87,415.00

Community Development:

- [12.](#) Approve an Ordinance Granting a Variance to the Crest Hill Sign Code (1206 Cedarwood Dr., Crest Hill, IL 60403)

Police Department:

Mayor's Report:

- [13.](#) Approve a Resolution Approving a Consulting Agreement with William W. McCluskey to Provide Cable Television Broadcasting and Audio/Visual Services to the City of Crest Hill, Will County, Illinois
- [14.](#) Re-appointment of Civil Service Commission Member: Patrick Camden
- [15.](#) Re-appointment of Plan Commission Members:

Bill Thomas

Ken Carroll

Cheryl Slabozeski
- [16.](#) Reappointment of Police Pension Board Member: John Smith

City Clerk's Report:

City Treasurer's Report:

- [17.](#) Approve an Ordinance Approving the Budget of the City of Crest Hill for the Fiscal Year Commencing May 1, 2024, and Ending April 30, 2025
- [18.](#) Approval of the List of Bills issued through April 16, 2024 in the Amount of \$552,616.73
- 19. Regular and Overtime Payroll from March 25, 2024 to April 7, 2024 in the Amount of \$255,759.66

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

20. Approve a Resolution To Set A Schedule for Non Union Employee Performance Evaluations with Salary Recommendations to be Presented to the City Council by April 29, 2024

Public Comment:

Executive Session: If Called by Council for a Good Cause

21. 5ILCS 120/2 (c)(11): Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting.
22. (1) 5ILCS 120/2 (c)(2): Collective negotiating matters between the public body and its employees or their representative, or deliberations concerning salary schedules for one or more classes of employees.

Adjourn:



City Council Agenda Memo

Crest Hill, IL

Meeting Date: April 15, 2024
Submitter: Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department: Treasurer's Office
Agenda Item: Budget Hearing for the Approval of the City of Crest Hill's Fiscal Year 2024~2025 Annual Budget

Attachments 4-15-24 Budget Fiscal Year 2024~2025.pdf



To: Mayor Soliman and City Council
From: Lisa Banovetz, Director of Finance and Glen Conklin, Treasurer
Date: April 15, 2024
Re: Approval of the Fiscal Year 2024~2025 Budget

Honorable Mayor and City Council:

I am pleased to present the Fiscal Year 2024~2025 annual municipal budget which includes projections for the Fiscal Year beginning May 1, 2024, and ending April 30, 2025.

Purpose

The purpose of the City's annual budget process is to present the City Council with a budget which best addresses the intent of how resources will be spent on behalf of the stakeholders of the City of Crest Hill. This process is intended to provide transparency in addition to ensuring that all resources will be disbursed in the most efficient and effective manner possible.

This process will provide City Council with an opportunity to verify that the City is maintaining its current service levels to its residents and community stakeholders, and that it is allocating the necessary funding for infrastructure improvements, while working within the constraints of increases in costs that have resulted from inflationary pressures and supply chain issues. This process, if conducted effectively, will result in a collective understanding of how and where the City's limited fiscal resources will be disbursed.

The budget serves as a financial plan, an operations guide, and a communications device. As a financial plan, this document is the City's primary instrument for promoting solvency, efficiency, and collective choices regarding the distribution and allocation of available resources. As an operations guide, it articulates departmental action goals in addition to how these goals will be accomplished. As

a communications device, it contains information pertaining to key issues facing the City and priorities how the City's resources will be expanded.

The City's goal is to verify that it is providing services that enrich the quality of life for its residents, in addition to ensuring that decisions are of sound fiscal management, and that all funds are expended in a manner to foster a dynamic business environment, while creating an inclusive community that values diversity.

This budget format is consistent with Generally Accepted Accounting Principles (GAAP) and has been prepared in accordance with all applicable federal, state, and local laws.

Legal Requirements

State law requires that all general-purpose local governments pass an appropriation ordinance within the first quarter of each fiscal year, or an annual budget shall be adopted by the corporate authorities before the beginning of each fiscal year to which it applies. On February 6, 2023, City Council amended its ordinance and adopted sections 5/8-2-9.1 through and including sections 5/8-2-9.10 of Chapter 65 of the Illinois Compiled Statutes (Municipal Code) which provide for a municipality's financial operations under an annual budget in lieu of an appropriation ordinance. It also approved an ordinance adopting the Budget System and added a new Chapter 3.01, section 3.01.010 (Budget System Adopted) to Title 3 (Revenue and Finance) of the City of Crest Hill Code of Ordinances. Under the Budget System, the City must receive approval from its City Council and adopt its upcoming fiscal year budget by April 30th of each fiscal year.

Budget Schedule

- February 12, 2024, ~ First Draft Fiscal Year 2024~2025 Budget presentation. (DONE)
- February 26, 2024~ Second Draft Fiscal Year 2024~2025 Budget presentation.(DONE)
- March 4, 2024, ~ Approval of Second Draft Fiscal Year 2024~2025 Budget. If approved, this document will be put on public display for 30 days.(DONE)
- April 15, 2024, ~ Public Hearing for the Fiscal Year 2024~2025 Budget.
- April 15, 2024, ~ Approval of the Fiscal Year 2024~2025 Budget.

Budget Highlights

This budget shows a combined budget deficit of (\$6,576,112).

The City's General Fund is currently showing a budget surplus of \$21,884.

Below is a summary of relevant information that has impacted this budget in addition to identifying some of the key assumptions that were used related to the General Fund revenue and expenditures for Fiscal Year 2024~2025. The City will take direction from Council on these assumptions on how to proceed:

- The revenue the City receives from its property tax levy has historically been split 50%~50% between the General Fund and the Police Pension Fund. The current actuary recommendation for the City for Fiscal Year 2024~2025 was to contribute \$250,000 more towards the Police Pension Fund which has reduced the amount of revenue that the City's General Fund will receive from its property tax levy by \$250,000.
- Currently, there is a 5% placeholder for merit increases in this budget for all non-union employee salaries. The next page has a complete list of all non-union employees (and open positions) who the Council will determine what percentage raise these individuals (or open positions) will receive for the upcoming fiscal year. The Fiscal Year 2024~2025 budget will be adjusted accordingly once the Council has decided the respective non-union employee raises. The recommendation would be a raise for individual City employees in the range between two (2%) and six (6%). Anything over six (6%), without a corresponding title change, may result in an accelerated payment penalty from IMRF if an employee retires within his/her final earning period which differs if an employee is either Tier 1 or Tier 2.

Current non-union employees (in alphabetical order) are:

Name	Primary Position
Banovetz, Lisa	Finance Director
Cabay, Regina L	Utility Billing Supervisor
Clark, Edward L	Police Chief
Cornejo, Maria	Building Maintenance
DeHaro, Marybel	Administrative Asst
Dobczyk, Ryan M	Deputy Chief
Kikkert, Lisa	Records Supervisor
Kosieck, Terrance	Part-Time Building Inspector
Kozerka, Karen R	Deputy City Clerk
Martino, Adalberta	Administrative Asst
Open	Open City Administrator
Open	Economic Development Director
Open	Human Resource Manager
Open	Building Inspector (1)
Open	Planner
Open	Public Works Director
Opiola, Jason F	Deputy Chief
Phillips, Scott	CSO
Schmeckpeper, Alexandra	Audio/Visual Specialist
Seeman, Donald	Building Commissioner
Unbudgeted	Assistant Public Works Director
Open	Part-time Building Inspector (2)
Wiedeman, Ronald	City Engineer

- The Fiscal Year 2024~2025 Budget added an additional employee for an Audio/Visual Specialist in the Police Department that was not in the previous year's budget.
- The current revenue projections for the General Fund do include the state shared revenue projections which are provided by IML in February of each year. The revenue categories, which are allocated based on per-capita population, are for:
 - State Income Tax
 - State Use Tax
 - Cannabis
 - MFT (which is part of IML's projections but not part of the General Fund revenue).

- The salaries for all 150 employees increased by 4% from the previous year, per the collective bargaining agreement.
- The salaries for all MAP union employees increased by 3.5% over the previous year, per the collective bargaining agreement.
- The City's property, casualty, worker's compensation, and medical insurance premiums are expected to increase 28% over the previous year's insurance premiums. This increase is currently budgeted for.
- The Fiscal Year 2023~2024 budget had a \$741,800 transfer from the General Fund to the Capital Projects Fund to cover road improvements throughout the City of Crest Hill. The Fiscal Year 2024~2025 budget does *not* include any money to be transferred from the General Fund to cover road improvements. This explains why previous year's Administrative department expenditures are higher than the current Fiscal Year 2024~2025 Administrative department expenditures.
- The City's Fiscal Year 2023~2024 budget included \$2,000,000 in reimbursements from DCEO for capital expenditures incurred related to the City Center building. As of today, the City has not received any grant reimbursements from the DCEO. As a result, the budgeted revenue expected from DCEO to fund capital expenditures has been paid from the City's current General Fund balance.
- The City currently outsources its IT services to a third party. The City is paying its current IT vendor 68% more than it was paying its previous vendor which has added to the expenditures of the proposed IT budget for Fiscal Year 2025. This increase does not include any after-hours work the IT vendor is asked to perform. The City will be bringing options to the City Council for how IT will be administered during the upcoming fiscal year.
- Currently, there are no new vehicles budgeted to be replaced during Fiscal Year 2025 as part of the City's capital replacement program. The budget currently has \$37,000 to cover the replacement of one vehicle in the Police Department budget that was involved in an accident and was totaled. Public Works does have some seed money in the current budget that was also part of the recent Water/Sewer rate study. This seed money will allow for vehicles to be purchased by the Public Works Department in the future.

- To remain fiscally responsible, staff will seek approval from the Council to place its current legal services and IT vendor services out for RFP during Fiscal Year 2024~2025 to ensure that the City is receiving the best services at the lowest and most competitive price.
- To reduce the current Draft budget deficit, staff is recommending that the Property Tax Rebate is *not* administered for Fiscal Year 2024~2025. The elimination of this voluntary program would provide \$250,000 in funding that could be used towards repairing the City's streets that are in poor condition. The City's fund balance would not have to be depleted to finance the Property Tax Rebate program as the current Draft budget is projected to be a large deficit.
- The City is expecting reimbursement of \$923,000 for the money that is owed for utility services provided to Stateville prison that occurred prior to June 30, 2021. The City filed a claim with the Court of Claims in March 2022 in an attempt to recover this money that is owed to the City. Multiple attempts have been made to collect this receivable. The City does not have an expected time frame of when these funds will be paid to the City by the Court of Claims.

This Draft Fiscal Year 2024~2025 budget presentation will cover the funds below:

- City-Wide Fund Revenues and Expenditures summary
- General Fund operating expenditures by Department
- MFT
- Non-Home Rule Fund
- Water/Sewer Fund
- West Plant Rehabilitation Fund
- Capital Replacement Fund
- Capital Projects Fund
- TIF Larkin/30
- TIF Weber/Division
- Refuse
- Police pension
- Police special assets

City-Wide Fund Revenues and Expenditures summary

The next page has a summary, by fund, of the Fiscal Year 2024 ~ 2025 budgeted revenue and expenditures in addition to a fund surplus or deficit by fund:

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
General Fund Revenue	\$ 12,502,372	\$ 12,324,753	\$ 8,495,565
Officials	\$ 112,970	\$ 110,975	\$ 94,894
Police	\$ 5,704,906	\$ 6,489,704	\$ 5,462,711
Streets	\$ 1,599,195	\$ 1,415,583	\$ 1,123,222
Facilities Maintenance	\$ 588,740	\$ 425,286	\$ 277,620
IT	\$ 654,516	\$ 536,802	\$ 421,711
Fleet Vehicle Maintenance	\$ 571,530	\$ 511,292	\$ 434,638
Administration	\$ 1,671,731	\$ 2,224,269	\$ 1,796,564
Clerks	\$ 288,530	\$ 266,195	\$ 178,115
Treasurers	\$ 330,175	\$ 300,584	\$ 213,668
Community Development	\$ 958,195	\$ 1,053,128	\$ 620,240
Total General Fund Expenses	\$ 12,480,488	\$ 13,333,817	\$ 10,623,382
General Fund Surplus (Deficit)	\$ 21,884	\$ (1,009,064)	\$ (2,127,817)
MFT			
Revenue	\$ 862,760	\$ 922,759	\$ 607,158
Expenditures	\$ 862,760	\$ 922,759	\$ 523,593
Fund Surplus (Deficit)	\$ -	\$ -	\$ 83,565
Non-Home Rule			
Revenue	\$ 2,200,000	\$ 2,000,000	\$ 1,333,019
Expenditures	\$ 2,200,000	\$ 2,000,000	\$ 1,522,965
Fund Surplus (Deficit)	\$ -	\$ -	\$ (189,946)
Water Revenue	\$ 11,774,564	\$ 10,846,804	\$ 7,515,188
Water Expenditures	\$ 3,054,543	\$ 2,171,418	\$ 1,753,348
Sewer Expenditures	\$ 927,798	\$ 679,043	\$ 465,012
STP Expenditures	\$ 1,644,758	\$ 1,485,623	\$ 1,179,856
Water Administration Expenditures	\$ 6,147,465	\$ 7,499,999	\$ 6,349,874
Total			
Water/Sewer/STP/Admin	\$ 11,774,564	\$ 11,836,082	\$ 9,748,090
Fund Surplus (Deficit)	\$ (0)	\$ (989,278)	\$ (2,232,903)

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
Capital Replacement			
Program Revenue	\$ 68,180	\$ 68,180	\$ 68,180
Capital Replacement			
Program Expenditures	\$ 68,180	\$ 68,180	\$ 68,180
Fund Surplus (Deficit)	\$ -	\$ -	\$ -
Water/Sewer/STP Capital			
Revenue	\$ 2,240,604	\$ 2,339,502	\$ 2,339,502
Expenditures	\$ 6,450,000	\$ 5,937,002	\$ 3,794,877
Fund Surplus (Deficit)	\$ (4,209,396)	\$ (3,597,500)	\$ (1,455,375)
Transfer from Water Sewer fund balance	\$ 4,209,396		
	\$ -		
Capital Improvement Projects (including City Center and Public Works Buildings)			
Revenue	\$ 986,400	\$ 3,037,505	\$ 3,037,505
Expenditures	\$ 2,325,000	\$ 5,750,256	\$ 4,655,515
Fund Surplus (Deficit)	\$ (1,338,600)	\$ (2,712,751)	\$ (1,618,010)
Transfer from General fund balance	\$ 1,338,600		
	\$ -		
TIF Larkin/30			
Revenue	\$ 30,000	\$ 35,000	\$ 26,549
Expenditures	\$ 30,000	\$ 35,000	\$ 3,165
Fund Surplus (Deficit)	\$ -	\$ -	\$ 23,384
TIF Weber/Division			
Revenue	\$ 100,000	\$ -	\$ -
Expenditures	\$ 100,000	\$ -	\$ 25,854
Fund Surplus (Deficit)	\$ -	\$ -	\$ (25,854)
Water Sewer Debt			
Revenue	\$ 2,047,856	\$ 1,736,610	\$ 1,170,323
Expenditures	\$ 2,047,856	\$ 1,736,610	\$ 1,640,892
Fund Surplus (Deficit)	\$ -	\$ -	\$ (470,569)

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
Capital Construction Debt			
Revenue	\$ 763,600	\$ 763,600	\$ 514,233
Expenditures	\$ 763,600	\$ 763,600	\$ 771,825
Fund Surplus (Deficit)	\$ -	\$ -	\$ 257,592
West Plant Rehab.			
Revenue	\$ 15,830,000	\$ 15,000,000	\$ 11,732,099
Expenditures	\$ 16,880,000	\$ 15,905,075	\$ 17,210,870
Fund Surplus (Deficit)	\$ (1,050,000)	\$ (905,075)	\$ (5,478,770)
Transfer from Water Sewer fund balance	\$ 1,050,000		
	\$ -		
Garbage			
Revenue	\$ 1,469,562	\$ 1,395,712	\$ 1,045,014
Expenditures	\$ 1,469,562	\$ 1,395,712	\$ 1,125,565
Fund Surplus (Deficit)	\$ 0	\$ -	\$ (80,550)
Police Pension			
Revenue	\$ 1,746,406	\$ 1,615,992	\$ 4,811,897
Expenditures	\$ 1,746,406	\$ 1,615,992	\$ 1,374,039
Fund Surplus (Deficit)	\$ -	\$ -	\$ 3,437,858
Police Special Assets			
Revenue	\$ 23,500	\$ 8,500	\$ 1,054
Expenditures	\$ 23,500	\$ 8,500	\$ 1,054
Fund Surplus (Deficit)	\$ -	\$ -	\$ -
Total Revenue	\$ 52,645,804	\$ 52,094,917	\$ 42,697,287
Total Expenditures	\$ 59,221,916	\$ 61,308,585	\$ 53,089,866
Total Fund Surplus (Deficit)	\$ (6,576,112)	\$ (9,213,669)	\$ (10,392,579)

General Fund Revenue

The City is estimating the General Fund revenue to be \$12,502,372 for Fiscal Year 2024~2025. This is an increase from the previous year's annual budgeted revenue of \$177,619 or 1%. This estimate changed because the City amended its Fiscal Year 2024 budget to remove the anticipated \$2,000,000 of grant revenue that was previously expected to be reimbursed by the DCEO during Fiscal Year 2024.

The City implemented Illinois Municipal League's February 2024 preliminary revenue projections for state funding for projections for Fiscal Year 2024~2025 for the categories below on a per-capita basis:

- State Income Tax
- State Use Tax
- Motor Fuel Tax
- Cannabis

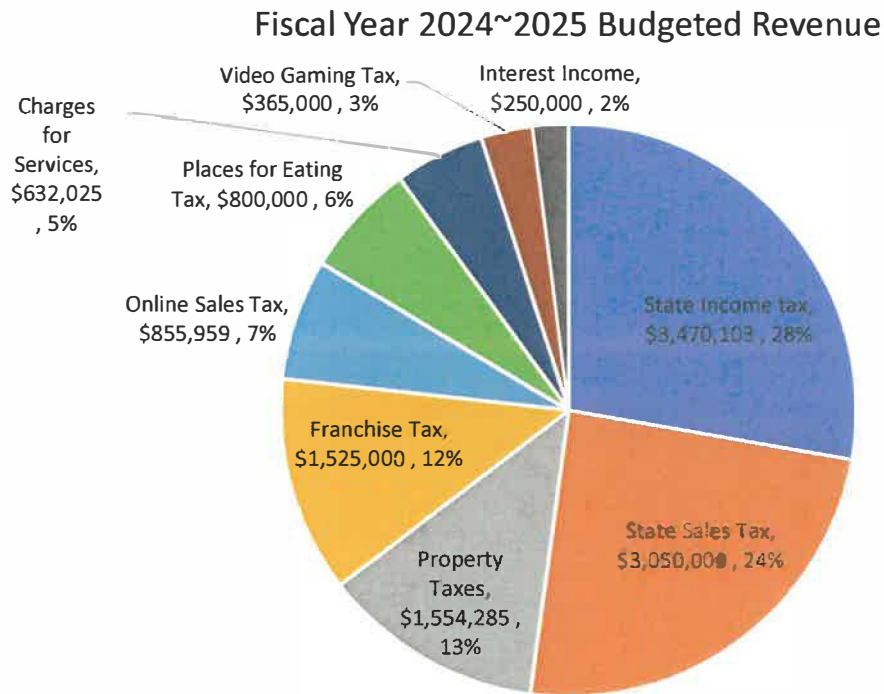
The major revenue sources that support the general fund are:

<u>Revenue Source</u>	<u>Amount</u>
State Income Tax	\$3,470,103 (28% of the total)
Sales Tax	\$3,050,000 (24% of the total)
Property Taxes	\$1,554,285 (13% of the total)
Franchise Tax	\$1,525,000 (12% of the total)

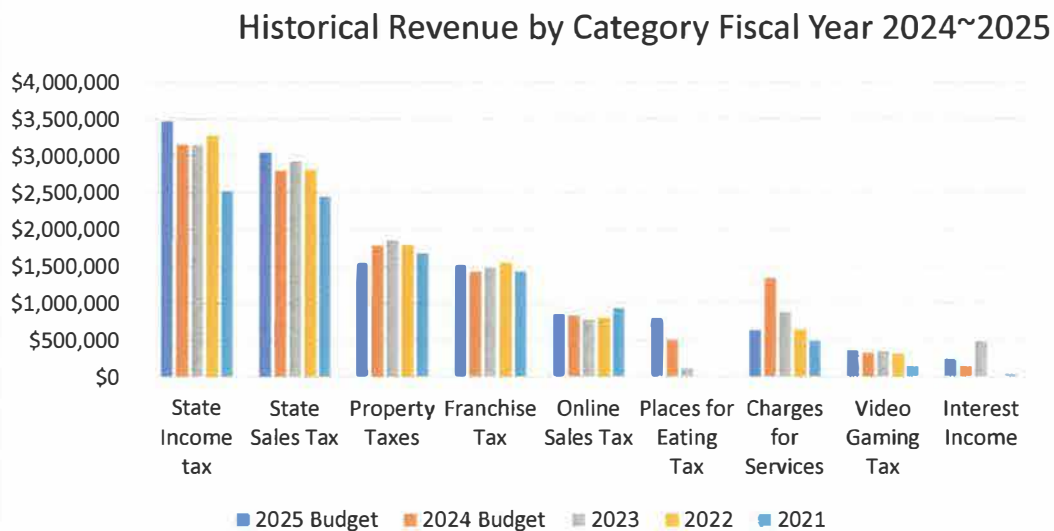
includes:

- Telecommunications
- ComEd/Nicor
- Comcast Franchise Fee

Online Sales Tax	\$ 855,959 (7% of the total)
Places for Eating Tax	\$ 800,000 (7% of the total)
Charges for Services	\$ 632,025 (5% of the total)
Video Gaming Tax	\$ 365,000 (3% of the total)
Interest Income	<u>\$ 250,000 (2% of the total)</u>
Total	\$12,502,372

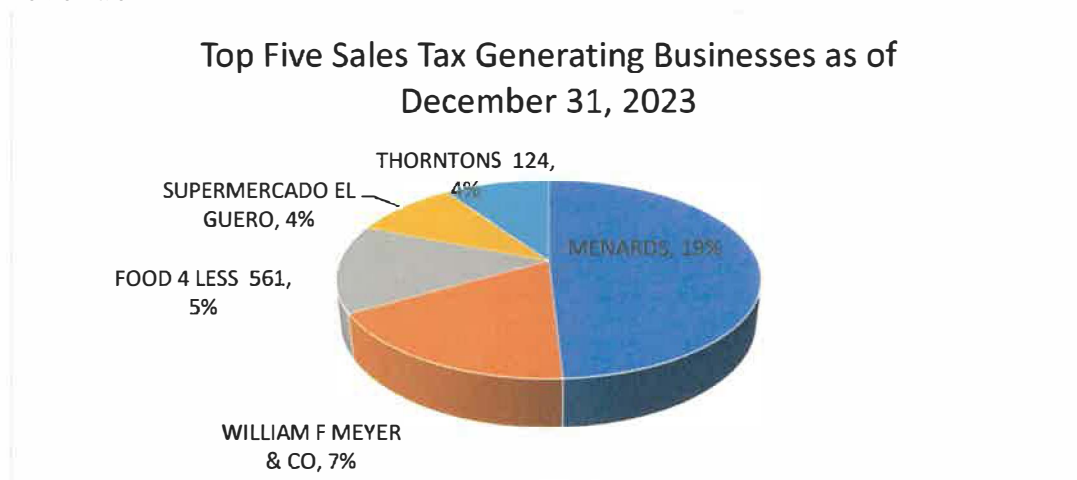


The City did receive its final property tax extension numbers from Will County and the change was under \$1,000 so the current budgeted property tax levy numbers remain unchanged from the previous draft budget that was presented. On a positive note, CPI was 3.4% which was assessed by the Illinois Department of Revenue on 1/31/2024 so hopefully the City will see some relief in pricing during the upcoming fiscal year.



Sales Tax Revenue

The City of Crest Hill collected sales taxes for Fiscal Year 2024 totaling more than \$2.9 Million dollars from over two hundred different businesses located within the City. The latest information from the Illinois Department of Revenue is sales taxes for the twelve months ending December 31, 2023. Below are the top five sales tax retailers are below with their respective percentage of the City's Sales Tax revenue.



MENARDS	19%
WILLIAM F MEYER & CO	7%
FOOD 4 LESS #561	5%
THORNTONS #124	4%
SUPERMERCADO EL GUERO	4%

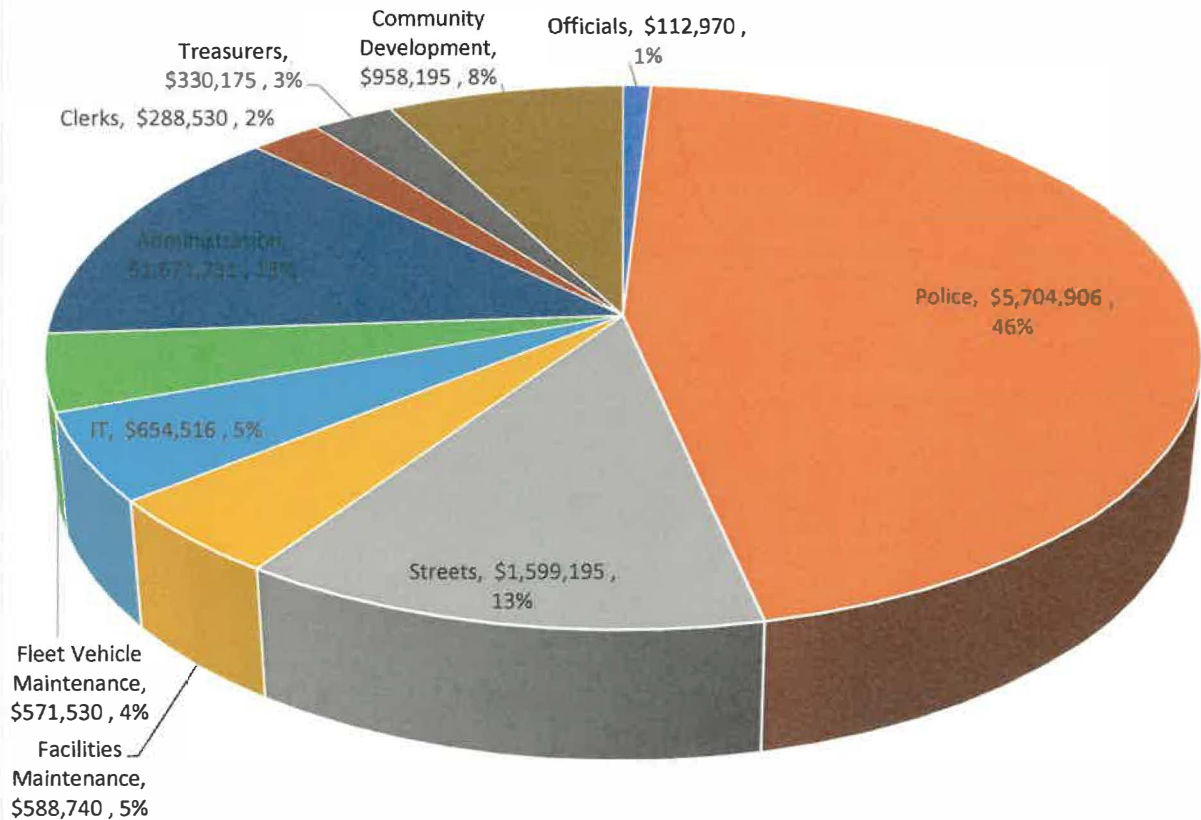
General Fund Expenditures

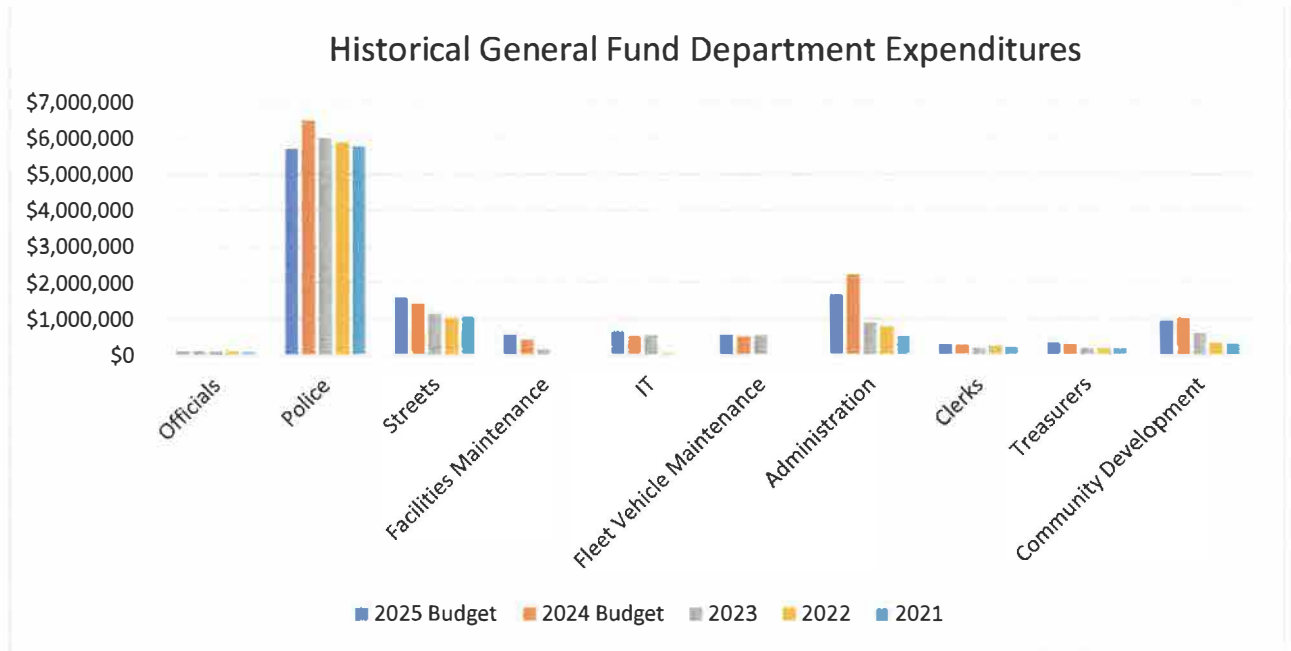
The City is estimating the General Fund expenditures to be **\$12,480,488** for Fiscal Year 2024~2025 which is a decrease of the previous year's budgeted expenditures by **(6%)** or **(\$853,330)** since the City did not contribute \$741,800 to the road improvement projects as it did in the previous year. During the past fiscal year, the City had additional one-time expenditures related to the delay in ratification of the City's MAP Police Union contract that had expired as of May 1, 2022, and was not ratified until Fiscal Year 2024. Inflation is factored into this Draft budget to account for the increase in prices for the purchase of goods and services compared to the previous fiscal year.

The Fiscal Year 2024~2025 General Fund Division expenditures are:

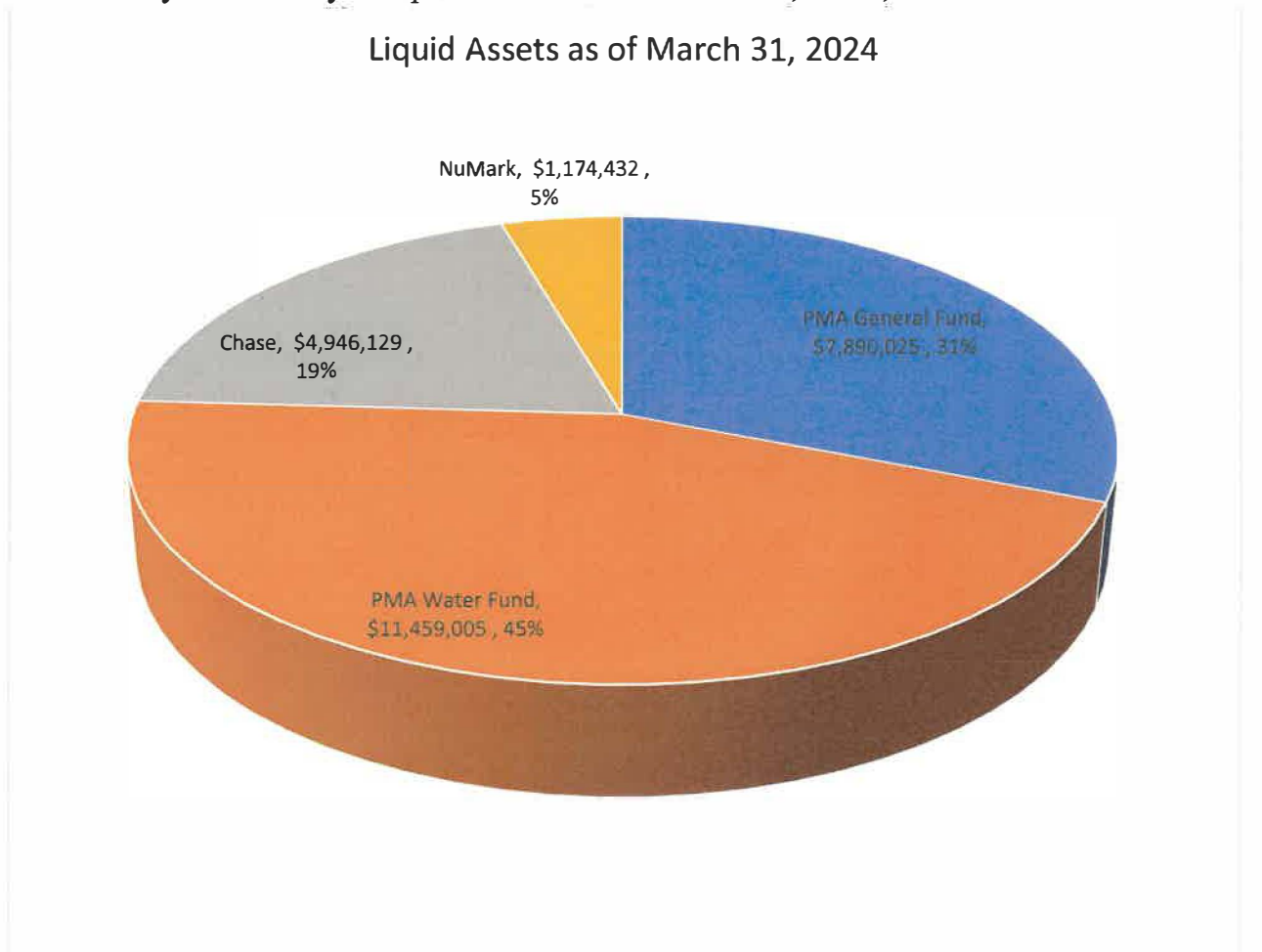
<u>Division</u>	<u>Amount</u>
Officials	\$ 112,970
Police	\$ 5,704,906
Streets	\$ 1,599,195
Facilities Maintenance	\$ 588,740
IT	\$ 654,516
Fleet Vehicle Maintenance	\$ 571,530
Administration	\$ 1,671,731
Clerks	\$ 288,530
Treasurers	\$ 330,175
Community Development	\$ 958,195
Total General Fund Expenses	\$ 12,480,488

Budgeted Fiscal Year 2024~2025 General Fund Expenditures by Department





A summary of the City's liquid assets as of March 31, 2024, is shown below:



Motor Fuel Tax (M.F.T) and Federal Transportation Funds

The capital and maintenance projects are shown below:

- Capital Construction (Weber at Knapp, City-wide patching program, sidewalk cutting/repair, sidewalk and concrete program construction)
 - \$376,425
- Contractual Services (Traffic signals repairs and roadway crack control)
 - \$85,000

Engineering (Construction testing, MFT engineering, sidewalk survey for cutting, Knapp and Weber design services, Weber at McGilvery traffic signal)

- \$236,335
- Materials and supplies (salt, retro reflectivity sign program, deicing/anti-icing solution, pavement marking at Gaylord North and Gaylord South)
 - \$165,000

Total \$862,760

Non-Home Rule Sales Tax Fund

This is the twelfth year of the Non-Home Rule Sales Tax. The Non-Home Rule Sales Tax Fund records the receipts of the revenue generated from the approval of the one percent sales tax.

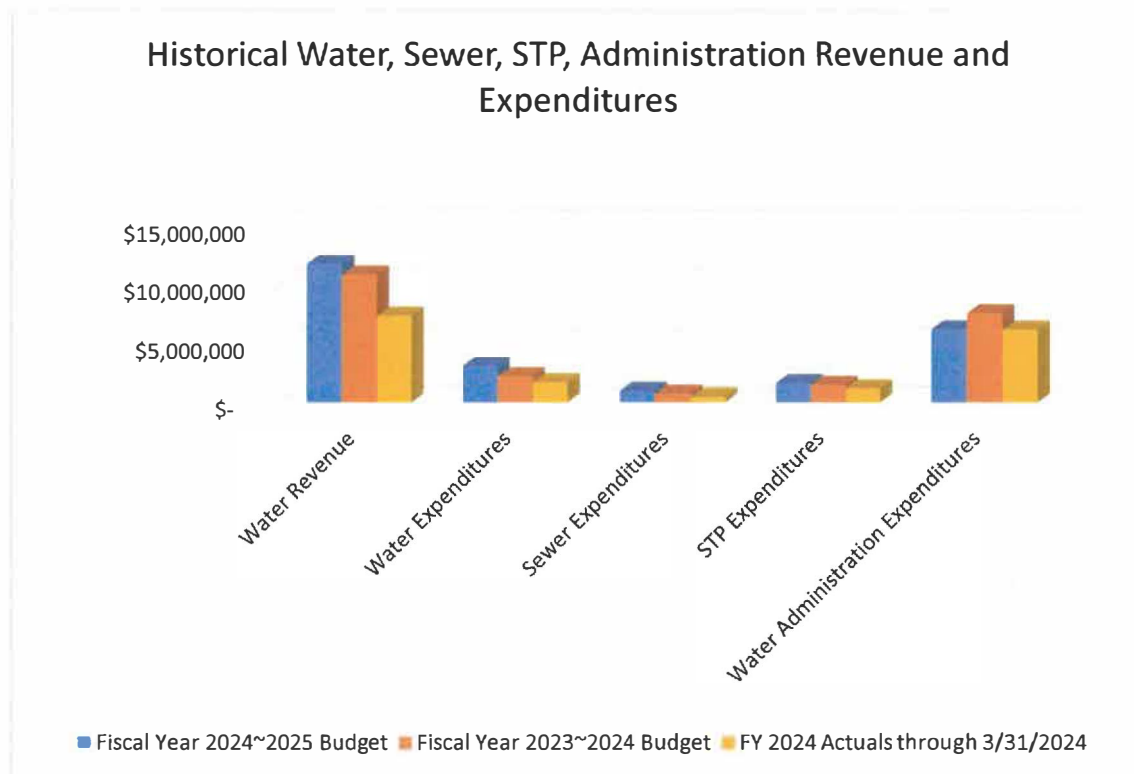
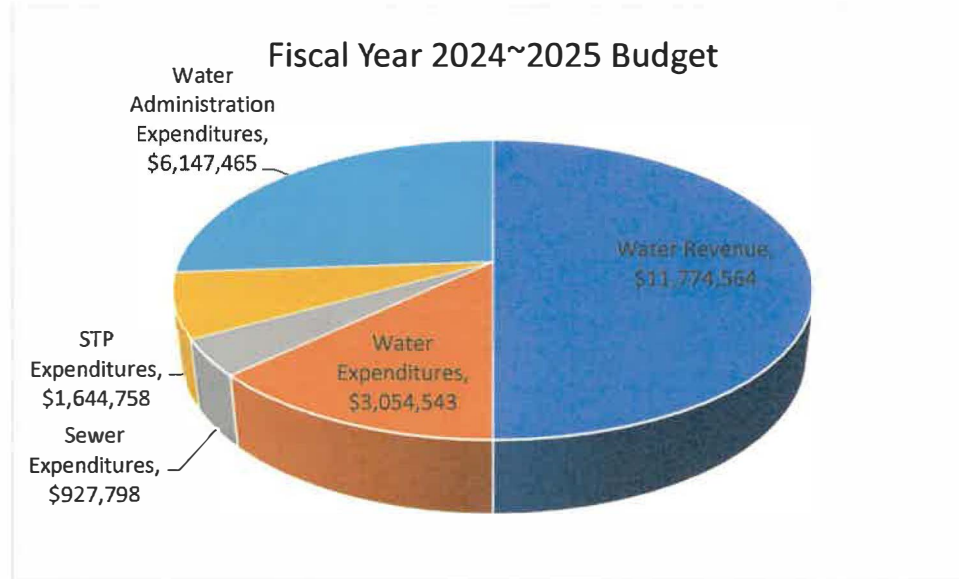
The City has met all its obligations that were originally established for the revenue received from this source which includes: funding the property tax rebate program, hiring added police officers, and using these funds for City capital improvement projects.

The Non-Home Rule Sales Tax revenue is budgeted to fund the following:

• Capital Projects	\$1,136,400
• Annual Debt Service Payment	\$ 763,600
• Property Tax Rebate Program	\$ 250,000
• Economic Incentive	<u>\$ 50,000</u>
Total	\$2,200,000

Water, Sewer, STP and Administration Fund

The City has separate funds to account for the revenue and expenditures that supply a safe, potable water supply for domestic and industrial usage and the expenditures that support a dependable system for collecting and treating the wastewater of the City.



Water/Sewer Capital Projects Fund

The Water/Sewer Capital Projects fund was created to manage the capital improvements for the water sewer system. On January 17, 2022, the City Council voted to join the Regional Water Commission (RWC) renamed the Grand Prairie Water Commission to provide Crest Hill with Lake Michigan water by the year 2030. As part of joining the RWC, the City will complete infrastructure projects, including water main improvements. This cost is estimated to be \$65 million. The projects will occur over the next eight years. These improvements will accommodate the City's infrastructure to seamlessly tap into Lake Michigan water by 2030. All West plant capital expenditures are recorded in a separate fund.

Listed below are the Capital Water/Sewer projects budgeted for Fiscal Year 2024~2025:

- Watermain Replacement (Parkrose, Circle, Green, new meter installation)
\$4,900,000
- Watermain Design (CIPP WM rehabilitation Broadway/Theodore/Plainfield, diversion structure design, Eastern and Western receiving and storage tank, Hillcrest WM design)
\$1,025,000
- Capital Equipment (Chipper, Sweeper, Plow Truck seed money)
\$ 200,000
- Public Works rear lot drainage/sewer **\$ 125,000**
- Well rehabilitation **\$ 75,000**
- Technology Upgrades (Scada) **\$ 75,000**
- Public Works vehicles **\$ 50,000**
- Total **\$6,450,000**

Water/Sewer Debt Fund

This fund pays the City's two debt issuances that relate to water and sewer projects. The debt issuances were issued to support the construction and the improvement of the City's water supply facilities and wastewater treatment plants. There is one General Obligation refunding bond (Alt Rev Source), Series 2019A and one IEPA loan. There will be another IEPA loan once the West Plant rehabilitation plant has been completed. The City is projecting principal and interest for Fiscal Year 2024~2025 despite the final numbers not being known now. The City repays these loans from its annual water and sewer revenues.

West Plant Rehabilitation Fund

This fund is used to track expenditures related to improvements to the City's existing west sewage treatment plant that was built in 1960 and was last upgraded in the early 1990's. The City intends to focus on engineering and rehabilitation construction costs for the Fiscal Year 2024~2025.

Listed below are the budgeted projects for the West Plant Rehabilitation Fund:

• Construction costs to be reimbursed from the IEPA	\$15,000,000
• West construction engineering costs	\$ 975,000
• Well construction engineering costs	\$ 830,000
• SEECO Soils Testing	\$ <u>75,000</u>
Total	\$16,880,000

Capital Replacement Program Fund

This fund implements a long-term approach to the systematic replacement of City owned vehicles, technology, capital equipment, and building maintenance for the City. Typically, City owned vehicles, equipment, technology, and computers are replaced according to a schedule that was created in Fiscal Year 2016.

Currently there is seed money budgeted in Water/Sewer for future vehicle purchases and replacements. There is not anything currently budgeted for Police vehicles in the current Draft budget.

City staff will administer regular maintenance to its capital assets and replace items promptly throughout the fiscal year upon receiving the approval from the Mayor and City Council on an as needed basis.

A review of the capital replacement program schedule will occur annually at future budget work sessions or as necessary during the upcoming fiscal year. When this replacement program is active, funding for vehicles, equipment, technology, and computers will come from the proper operating division's respective budget.

The current expenditures in this fund are principal and interest payments for the purchase of the Vactor Truck that occurred during Fiscal Year 2022~2023.

Capital Projects Fund

The purpose of this fund is to evaluate the current City infrastructure and reserve funding for future building needs. This year's budget focus will be road improvements throughout the City of Crest Hill in addition to completing the remaining City Hall/ Police and Public Works buildings. Other projects to be completed within this fund are listed below.

The Non-Home Rule Fund will contribute \$936,400 towards these expenditures.

Projects that are estimated to be completed are:

Capital Construction

- Street rehabilitation construction \$1,100,000
- Wilcox storm water \$ 650,000
- Webb & Knapp construction \$ 225,000
- Old City Hall demo \$ 75,000

Capital Engineering – street rehabilitation design \$ 150,000

Facility Construction – Public Works rear drainage \$ 125,000

Total \$2,325,000

TIF ~ Larkin/30 Fund

The City will be working with its City Council to continue to develop this TIF District during Fiscal Year 2024~2025.

Weber ~ Division Fund

The City will be working with its City Council to continue to develop this TIF District during Fiscal Year 2024~2025.

Refuse

The City's current Refuse contract is with Republic Services. The current contract states there will be a 3.5% rate increase every year. The City will correspondingly raise its refuse rates by 3.5% from the Fiscal Year 2023~2024 rates.

The customers are currently billed every two months for this service. The current rates and the budgeted Fiscal Year 2024~2025 rates are below:

	Fiscal Year 2024~2025 <u>Bimonthly</u>
Garbage	\$31.86
Yd Waste	\$3.66
Recycling	
Landfill	\$7.43
surplus	<u>\$0.82</u>
	<u>\$43.77</u>

Police Pension Fund

The Police Pension Fund of the City of Crest Hill is an Illinois local government, as such, it is a separate legal entity with its own management and budget authority. This fund exists solely to provide pension benefits for the City's police officers and beneficiaries. Lauterbach & Amen currently manages the police pension fund.

The City contributes to a single employer defined pension plan for its Police Pension fund. This fund is governed by Illinois Compiled Statutes and may only be amended by the Illinois legislature. Participating employees must contribute 9.91% of their salary to the plan. The City must contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially decided by an enrolled actuary.

The City funds its contributions to the Police Pension Plan through its annual tax levy. The City implemented a long-range plan for a fully funded police pension by 2038. The plan includes adding \$150,000 to this fund each year for the next ten years, which is above the requested annual amount. State law requires police pension funds to be 90% funded by 2040. The City has met its past obligations for the additional \$150,000 contribution to this fund and has budgeted to make the \$150,000 additional contribution for Fiscal Year 2023~2024.

In December 2022, as part of the State of Illinois investment consolidation during Fiscal year 2022~2023, the City's Police Pension investment was consolidated into the State Street ~ Illinois Police Officers' Pension Investment Fund (IPOPIF) Consolidated Pool.

As of April 30, 2023, the Actuarial Value of Assets for the Police Pension fund was 68.11% funded.

Police Special Assets Fund

This fund is to account for certain fines received from the Will County Circuit Clerk which are restricted for law enforcement purposes only. The two sources of revenue in this fund come from assets seized during forfeiture or seizure.

Projected Fund Balance Deficit

Attached you will find a summary of reserves in both the General Fund and the Water/Sewer Fund. There are projections of what is needed to maintain reserves for a 3-month period, a four-month period, and a six-month period of cash on hand for both funds.

Attached is the analysis of what those reserves have been calculated to be as of this point in time.

Current cash fund reserve balance

General Fund	\$	7,890,025
Water/Sewer	\$	11,459,005
Total cash on hand	\$	19,349,030

50% 33% 25%

	Fiscal Year 2024-2025 Budget	*FY 2024 Actuals through 3/31/2024	Monthly average based on previous 9 month activity	4% escalator	6 month reserve	4 month reserve	3 month reserve
General Fund							
Officials	\$ 112,970	\$ 94,894	\$ 10,544	\$ 10,965	\$ 63,262	\$ 42,175	\$ 31,631
Police	\$ 5,704,906	\$ 5,462,711	\$ 606,968	\$ 631,247	\$ 3,641,807	\$ 2,427,871	\$ 1,820,904
Streets	\$ 1,599,195	\$ 1,123,222	\$ 124,802	\$ 129,795	\$ 748,815	\$ 499,210	\$ 374,407
Facilities Maintenance	\$ 588,740	\$ 277,620	\$ 30,847	\$ 32,080	\$ 185,080	\$ 123,386	\$ 92,540
IT	\$ 654,516	\$ 421,711	\$ 46,857	\$ 48,731	\$ 281,141	\$ 187,427	\$ 140,570
Fleet Vehicle							
Maintenance	\$ 571,530	\$ 434,638	\$ 48,293	\$ 50,225	\$ 289,759	\$ 193,173	\$ 144,879
Administration	\$ 1,671,731	\$ 1,796,564	\$ 199,618	\$ 207,603	\$ 1,197,709	\$ 798,473	\$ 598,855
Clerks	\$ 288,530	\$ 178,115	\$ 19,791	\$ 20,582	\$ 118,744	\$ 79,162	\$ 59,372
Treasurers	\$ 330,175	\$ 213,668	\$ 23,741	\$ 24,690	\$ 142,445	\$ 94,963	\$ 71,223
Community							
Development	\$ 958,195	\$ 620,240	\$ 68,916	\$ 71,672	\$ 413,493	\$ 275,662	\$ 206,747
Total General Fund							
Expenses	\$ 12,480,488	\$ 10,623,382	\$ 1,180,376	\$ 1,227,591	\$ 7,082,255	\$ 4,721,503	\$ 3,541,127
General Fund surplus	\$ 21,884						
Capital Projects Fund							
Balance deficit							
projected	\$ (1,338,600)						
Transfer from General							
fund balance	\$ (1,316,716)						

Current cash fund reserve balance

General Fund	\$	7,890,025
Water/Sewer	\$	11,459,005
Total cash on hand	\$	19,349,030

50% 33% 25%

	Fiscal Year 2024-2025 Budget	*FY 2024 Actuals through 3/31/2024	Monthly average based on previous 9 month activity	4% escalator	6 month reserve	4 month reserve	3 month reserve
Water/Sewer							
Water Expenditures	\$3,054,543	\$1,753,348	\$194,816	\$202,609	\$1,168,899	\$779,266	\$584,449
Sewer Expenditures	\$927,798	\$465,012	\$51,668	\$53,735	\$310,008	\$206,672	\$155,004
STP Expenditures **Water	\$1,644,758	\$1,179,856	\$131,095	\$136,339	\$786,571	\$524,380	\$393,285
Administration Expenditures	\$4,889,353	\$5,129,292	\$569,921	\$592,718	\$3,419,528	\$2,279,685	\$1,709,764
Total Water/Sewer/STP	\$10,516,452	\$8,527,508	\$947,501	\$985,401	\$5,685,005	\$3,790,004	\$2,842,503
Water Sewer Capital	\$6,450,000	\$3,794,877	\$421,653	\$438,519	\$456,060	\$1,686,612	\$1,264,959
West Plant unreimbursed expenses	\$1,050,000		\$0	\$1,050,000	\$525,000	\$350,000	\$262,500

*The year to date actuals represent expenses processed in the system as of the date of the report and reflect a 10 month average

**Meter change out program spend from May 1 -January 31, 2024 of \$1,758,112 have been backed out of the total \$6,147,758
 (\$6,147,465-\$1,7258,112+\$500,000 = \$4,889,353)

Water Sewer Capital

Projects Deficit

Total projected Deficit (\$5,259,396)

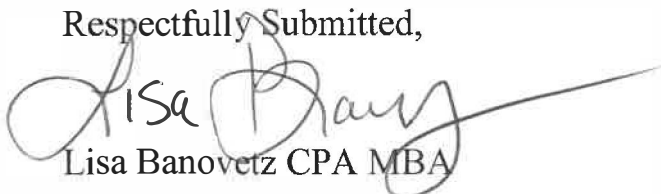
Total Deficit (\$6,576,112)

Conclusion

The Fiscal Year 2024~2025 budget presents a sound financial plan which embodies the City's disciplined approach to spending, and dedication to its vision and the striving for continuous improvement of the community. The budget will be closely monitored during the next Fiscal Year and will follow the City Council's vision for the community.

I would like to take this opportunity to thank the City Treasurer, City Council, City Clerk, and City Mayor for their direction and support in the development of this budget. I would like to extend a special note of appreciation to the Department Heads as well as the entire City staff for their efforts and contributions to this financial plan.

Respectfully Submitted,



Lisa Banovetz CPA MBA
Director of Finance

4/30/2025
Fiscal Year 2024-
2025 Budget

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General Fund

Revenue

Administration Department

01-00-3000	GASB 54	
01-00-3040	GASB 54	
01-00-3110	Current Year Tax Levy	\$1,292,594
01-00-3112	FICA Tax Levy	\$0
01-00-3113	IMRF Property Tax Levy	\$0
01-00-3114	Prior Year Tax Levy	\$0
01-00-3190	R & B Current YearTax Levy	\$211,691
01-00-3201	Photo Copy Receipts	\$0
01-00-3210	Licensing Fees	\$130,000
01-00-3211	Tobacco License	\$18,000
01-00-3212	Liquor License	\$50,425
01-00-3214	Amusement/Vending Licenses	\$0
01-00-3221	Building Permits	\$150,000
01-00-3222	Reimbursable Engineering Costs	\$0
01-00-3223	Apartment/House Inspections	\$43,600
01-00-3230	Police Dept. GrantPolice Dept.	\$10,000
01-00-3231	Police Fines	\$100,000
01-00-3232	Vehicle Towing	\$15,000
01-00-3234	Parking Fines	\$20,000
01-00-3237	Burglar/False Alarm	\$10,000
01-00-3347	Hotel/Motel Tax	\$20,000
01-00-3348	Car Rental Tax	\$0
01-00-3349	Online Sales Tax	\$855,959
01-00-3351	Places for Eating Tax	\$800,000
01-00-3352	State Income tax	\$3,470,103
01-00-3353	State Sales Tax	\$3,050,000
01-00-3355	Telecommunications	\$250,000
01-00-3356	COMED/NICOR Franchise Tax	\$1,000,000
01-00-3357	Personal Property Replacement	\$50,000
01-00-3358	VIDEO GAMING TAX	\$365,000
01-00-3359	Comcast Franchise Fee	\$235,000
01-00-3360	Cannabis Tax	\$40,000
01-00-3370	Customer reimb tree/sidewalk	\$0
01-00-3371	FEMA Reimbursement	\$0
01-00-3374	Special Event/Subpoena Reimb.	\$0
01-00-3456	Pace Shelter Revenue	\$0
01-00-3531	Weed Cutting Receipts	\$10,000
01-00-3611	Interest Income	\$150,000
01-00-3620	Sprintcom / T-Mobile Revenue	\$40,000
01-00-3800	Auditor Market Value	\$100,000
01-00-3801	Special Events	\$0

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Fiscal Year 2024-
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01-00-3900	Miscellaneous Revenue	\$0
01-00-3940	Scrap Sales	\$0
01-00-3953	Reimbursement W/C claims	\$0
01-00-3954	Administrative Hearing	\$5,000
01-00-3955	MC Squared	\$0
01-00-3956	FORECLOSURE REGISTRATION FEES	\$10,000
01-00-3958	Reimb. Property DaMiscellaneous	\$0
01-00-4010	fund bal. rec. net post.	\$0
Administration Department Revenue		\$12,502,372

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Fiscal Year 2024-
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Officials

01-01-4100	Salaries	\$60,720
01-01-4104	Overtime Meal Reimbursement	\$0
01-01-4106	Clothing Stipend Taxable	\$0
01-01-4107	Clothing Allowance Taxable	\$0
01-01-4210	FICA	\$4,000
01-01-4220	Medicare	\$1,000
01-01-5300	Contractual Services	\$7,500
01-01-5321	Printing & Publications	\$2,000
01-01-5323	Insurance & Bonding	\$1,250
01-01-5341	Training	\$6,000
01-01-5342	TRAVEL EXPENSES	\$6,500
01-01-5343	Meal Expense	\$1,000
01-01-5345	Dues & Subscriptions	\$22,000
01-01-5383	Beautification Committee	\$0
01-01-5400	Material & Supplies	\$1,000
		<hr/>
		\$112,970

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Fiscal Year 2024-
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Police

01-02-4100	Salaries	\$3,586,234
01-02-4101	Clerical Salaries	\$248,362
01-02-4104	Overtime Meal Reimbursement	\$1,000
01-02-4106	Clothing Stipend Taxable	\$2,000
01-02-4107	Clothing Allowance Taxable	\$0
01-02-4120	Overtime	\$250,000
01-02-4121	Clerical Overtime	\$2,500
01-02-4200	Insurance Benefit	\$855,000
01-02-4201	Post Empl. Insurance	\$0
01-02-4210	FICA	\$15,000
01-02-4220	Medicare	\$55,000
01-02-4230	Unemployment Benefit	\$20,000
01-02-4240	IMRF Expense	\$18,000
01-02-4250	Police Pension Contribution	\$150,000
01-02-5300	Contractual Services	\$16,750
01-02-5307	Wescom Expenses	\$300,000
01-02-5310	Outside Services	\$14,000
01-02-5321	Printing & Publications	\$3,000
01-02-5323	Insurance & Bonding	\$0
01-02-5341	Police Training	\$37,300
01-02-5342	Travel Expenses	\$2,500
01-02-5343	Meal Expense	\$4,000
01-02-5344	Safety Clothing	\$22,000
01-02-5345	Dues & Subscriptions	\$4,160
01-02-5346	K9 Expenses	\$8,600
01-02-5400	Material & Supplies	\$44,000
01-02-5401	Office Supplies	\$2,500
01-02-5402	Dare/Crime Prevention	\$1,500
01-02-7301	Police Vehicle Purchase	\$37,000
01-02-7500	Office Equipment	\$4,500
		<hr/>
		\$5,704,906

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Fiscal Year 2024-
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Streets

01-03-4100	Salaries	\$496,529
01-03-4101	Clerical Salaries	\$90,341
01-03-4104	Overtime Meal Reimbursement	\$1,000
01-03-4106	Clothing Stipend Taxable	\$0
01-03-4107	Clothing Allowance Taxable	\$2,000
01-03-4110	Seasonal Salaries	\$26,000
01-03-4120	Overtime	\$30,000
01-03-4121	Clerical Overtime	\$1,500
01-03-4123	Snow Removal Overtime	\$30,000
01-03-4200	Insurance Benefit	\$157,500
01-03-4210	FICA	\$35,000
01-03-4220	Medicare	\$8,000
01-03-4230	Unemployment Benefit	\$2,500
01-03-4240	IMRF Expense	\$40,000
01-03-5300	Contractual Services	\$179,500
01-03-5318	Julie Locating/Supplies	\$10,500
01-03-5321	Printing & Publications	\$1,500
01-03-5330	Engineering	\$193,500
01-03-5341	Training	\$8,225
01-03-5343	Meal Expense	\$3,000
01-03-5344	Safety Clothing	\$6,500
01-03-5345	Coffee	\$600
01-03-5351	Utilities- Street	\$160,000
01-03-5371	Sidewalk ReplacemeOutside Serv	\$4,000
01-03-5400	Material & Supplies	\$60,000
01-03-5401	Office Supplies	\$3,000
01-03-5402	Safety Equipment	\$3,500
01-03-7520	Public Works/StormStorm Water/	\$45,000
		<hr/>
		\$1,599,195

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Facilities Management

01-04-4100	Salaries	\$192,240
01-04-4103	Janitorial Salaries	\$60,000
01-04-4104	Overtime Meal Reimbursement	\$0
01-04-4106	Clothing Stipend Taxable	\$0
01-04-4107	Clothing Allowance Taxable	\$1,000
01-04-4120	Overtime	\$2,500
01-04-4200	Insurance Benefit	\$75,000
01-04-4210	FICA	\$8,000
01-04-4220	Medicare	\$2,500
01-04-4230	Unemployment Benefit	\$1,000
01-04-4240	IMRF Expense	\$7,500
01-04-5300	Contractual Services	\$44,500
01-04-5341	Training	\$3,000
01-04-5343	Meal Expense	\$1,000
01-04-5344	Safety Clothing	\$2,000
01-04-5360	Maint. & Repair	\$130,000
01-04-5400	Material & Supplies	\$57,500
01-04-5401	Office Supplies	\$1,000
		<hr/>
		\$588,740

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Information Technology

01-06-4100	Salaries	\$0
01-06-4104	Overtime Meal Reimbursement	\$0
01-06-4106	Clothing Stipend Taxable	\$0
01-06-4107	Clothing Allowance Taxable	\$0
01-06-4200	Insurance Benefit	\$0
01-06-4210	FICA	\$0
01-06-4220	Medicare	\$0
01-06-4230	Unemployment Benefit	\$0
01-06-4240	IMRF Expense	\$0
01-06-5300	Contractual Services	\$0
01-06-5301	Technology Services	\$526,838
01-06-5350	Utilities	\$117,678
01-06-5400	Material & Supplies	\$10,000
		<hr/>
		\$654,516

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Fleet Vehicle Maintenance

01-07-4102	Mechanic Salaries	\$174,530
01-07-4104	Overtime Meal Reimbursement	\$0
01-07-4106	Clothing Stipend Taxable	\$0
01-07-4107	Clothing Allowance Taxable	\$1,000
01-07-4120	Overtime	\$0
01-07-4122	Mechanic Overtime	\$20,000
01-07-4200	Insurance Benefit	\$68,250
01-07-4210	FICA	\$15,000
01-07-4220	Medicare	\$10,000
01-07-4230	Unemployment Benefit	\$2,500
01-07-4240	IMRF Expense	\$15,000
01-07-5300	Contractual Services	\$6,000
01-07-5343	Meal Expense	\$250
01-07-5361	Vehicle Accident Repairs	\$10,000
01-07-5400	Material & Supplies	\$120,000
01-07-5410	Motor Fuel & Lubricants	\$129,000
		<hr/>
		\$571,530

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Administration Department

01-10-4100	Salaries	\$220,000
01-10-4101	Clerical Salaries	\$71,860
01-10-4104	Overtime Meal Reimbursement	\$0
01-10-4106	Clothing Stipend Taxable	\$0
01-10-4107	Clothing Allowance Taxable	\$0
01-10-4200	Insurance Benefit	\$60,000
01-10-4210	FICA	\$30,000
01-10-4220	Medicare	\$8,000
01-10-4230	Unemployment Benefit	\$2,500
01-10-4240	IMRF Expense	\$20,000
01-10-4250	Wellness Expense	\$1,500
01-10-5300	Contractual Services	\$221,771
01-10-5302	Legal Services	\$230,000
01-10-5310	Outside Services	\$0
01-10-5312	Consulting	\$25,000
01-10-5321	Printing & Publications	\$40,000
01-10-5322	Postage	\$35,000
01-10-5323	Insurance & Bonding	\$473,600
01-10-5341	Training	\$5,000
01-10-5342	Travel Expenses	\$10,000
01-10-5345	Dues & Subscriptions	\$40,000
01-10-5350	Utilities	\$100,000
01-10-5360	Maint. & Repair	\$25,000
01-10-5400	Material & Supplies	\$25,000
01-10-5401	Office Supplies	\$2,500
01-10-7500	Office Equipment	\$5,000
01-10-8001	Special Events	\$20,000
01-10-8100	Transfer Out	\$0
		<hr/>
		\$1,671,731

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Fiscal Year 2024-
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Clerk

01-11-4100	Salaries	\$0
01-11-4101	Clerical Salaries	\$161,780
01-11-4104	Overtime Meal Reimbursement	\$0
01-11-4106	Clothing Stipend Taxable	\$0
01-11-4107	Clothing Allowance Taxable	\$0
01-11-4121	Clerical Overtime	\$2,500
01-11-4200	Insurance Benefit	\$46,250
01-11-4210	FICA	\$30,000
01-11-4220	Medicare	\$5,000
01-11-4230	Unemployment Benefit	\$1,000
01-11-4240	IMRF Expense	\$15,000
01-11-5300	Contractual Services	\$6,500
01-11-5321	Printing & Publications	\$7,500
01-11-5325	Will County RecordMunicipal Ex	\$10,000
01-11-5341	Training	\$1,000
01-11-5345	Dues & Subscriptions	\$0
01-11-5401	Office Supplies	\$2,000
		<hr/>
		\$288,530

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Fiscal Year 2024-
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Treasure

01-12-4100	Salaries	\$143,285
01-12-4101	Clerical Salaries	\$88,390
01-12-4104	Overtime Meal Reimbursement	\$0
01-12-4106	Clothing Stipend Taxable	\$0
01-12-4107	Clothing Allowance Taxable	\$0
01-12-4121	Clerical Overtime	\$0
01-12-4200	Insurance Benefit	\$28,000
01-12-4210	FICA	\$8,000
01-12-4220	Medicare	\$2,500
01-12-4230	Unemployment Benefit	\$1,000
01-12-4240	IMRF Expense	\$10,000
01-12-5300	Contractual Services	\$40,000
01-12-5341	Training	\$5,000
01-12-5345	Dues & Subscriptions	\$2,000
01-12-5401	Office Supplies	\$2,000
		<hr/>
		\$330,175

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Community Development

01-16-4100	Salaries	\$490,003
01-16-4101	Clerical Salaries	\$115,192
01-16-4104	Overtime Meal Reimbursement	\$0
01-16-4106	Clothing Stipend Taxable	\$0
01-16-4107	Clothing Allowance Taxable	\$500
01-16-4121	Clerical Overtime	\$5,000
01-16-4200	Insurance Benefit	\$84,000
01-16-4210	FICA	\$48,000
01-16-4220	Medicare	\$8,000
01-16-4230	Unemployment Benefit	\$1,000
01-16-4240	IMRF Expense	\$45,000
01-16-5330	Engineering	\$20,000
01-16-5300	Contractual Services	\$99,000
01-16-5341	Training	\$6,500
01-16-5344	Safety Clothing	\$1,000
01-16-5401	Office Supplies	\$8,000
01-16-7501	Operating Equipment	\$2,000
01-16-8002	Facade Program	\$25,000
		<hr/>
		\$958,195

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Fiscal Year 2024-
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MFT

05-00-3354	Revenue From MFT	\$862,760
05-00-3371	Government Agency	\$0
05-00-3611	Interest Income	\$0
		<hr/>
		\$862,760
05-00-4005	fund bal. rec. net post.	\$0
05-00-5300	Contractual Services	\$85,000
05-00-5330	Engineering	\$236,335
05-00-5400	Material & Supplies	\$165,000
05-00-7640	Capital Construction	\$376,425
		<hr/>
		\$862,760

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Non-Home Rule

06-00-3350	Non-Home Rule Sale	<u>\$2,200,000</u>
		\$2,200,000
06-00-4010	fund bal. rec. net post.	\$0
06-00-5001	Food 4 Less Econ. Incentive	\$50,000
06-00-8100	Transfer Out	\$1,136,400
06-00-8101	Transfer out-Debt Service	\$763,600
06-00-8110	Property Tax Rebate	<u>\$250,000</u>
		\$2,200,000

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Water & Sewer Revenue

07-00-3500	Customer Metered Sales	\$7,472,400
07-00-3501	Regular Customer DMetered Sale	\$150,000
07-00-3502	Joliet Customer Sewer	\$83,636
07-00-3503	Joliet Customer Debt	\$10,728
07-00-3504	Unmetered Sewer Unmetered Sa	\$20,000
07-00-3505	Stateville Charges	\$3,814,300
07-00-3510	Tap On Fees	\$100,000
07-00-3520	Meters	\$3,500
07-00-3611	Interest Income	\$0
07-00-3900	Miscellaneous Revenue	\$0
07-00-3901	Revenue Penalties Service Fees	\$120,000
07-00-3910	Transfer In	\$0
07-00-4010	due to/from 14 45 62	\$0
		<hr/>
		\$11,774,564

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Water

07-06-4100	Salaries	\$359,536
07-06-4101	Clerical Salaries	\$33,116
07-06-4104	Overtime Meal Reimbursement	\$0
07-06-4106	Clothing Stipend Taxable	\$0
07-06-4107	Clothing Allowance Taxable	\$0
07-06-4110	Seasonal Salaries	\$25,000
07-06-4120	Overtime	\$20,000
07-06-4121	Clerical Overtime	\$2,000
07-06-4124	Utility Repair Overtime	\$0
07-06-4200	Insurance Benefit	\$130,000
07-06-4210	FICA	\$25,000
07-06-4220	Medicare	\$6,000
07-06-4230	Unemployment Benefit	\$2,000
07-06-4240	IMRF Expense	\$65,000
07-06-5300	Contractual Services	\$170,900
07-06-5301	Technology	\$92,500
07-06-5306	Contractual Lab	\$40,000
07-06-5321	Printing & Publications	\$5,500
07-06-5330	Water Engineering	\$225,000
07-06-5331	Engineering	\$25,000
07-06-5332	Lake Michigan Allocation	\$726,072
07-06-5341	Training	\$10,500
07-06-5343	Meal Expense	\$2,750
07-06-5344	Safety Clothing	\$3,250
07-06-5350	Utilities	\$59,000
07-06-5353	Power Purchase	\$130,000
07-06-5361	Maintenance-Wells	\$75,000
07-06-5362	Water Storage Tank	\$306,120
07-06-5372	Equipment Rental	\$0
07-06-5401	Office Supplies	\$3,800
07-06-5402	Safety Equipment	\$3,000
07-06-5420	Lab. Supplies & Equipment	\$6,000
07-06-5421	Chemicals	\$95,000
07-06-5430	Breaks-Materials & Repair	\$337,500
07-06-5470	Valves and Hydrants	\$70,000
		<hr/>
		\$3,054,543

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Sewer

07-07-4100	Salaries	\$319,333
07-07-4101	Clerical Salaries	\$33,116
07-07-4104	Overtime Meal Reimbursement	\$0
07-07-4106	Clothing Stipend Taxable	\$0
07-07-4107	Clothing Allowance Taxable	\$1,000
07-07-4110	Seasonal Salaries	\$25,000
07-07-4120	Overtime	\$10,000
07-07-4121	Clerical Overtime	\$1,000
07-07-4200	Insurance Benefit	\$105,000
07-07-4210	FICA	\$30,000
07-07-4220	Medicare	\$8,000
07-07-4230	Unemployment Benefit	\$1,000
07-07-4240	IMRF Expense	\$60,000
07-07-5300	Contractual Services	\$18,900
07-07-5301	Technology	\$20,000
07-07-5330	Sewer Engineering	\$258,000
07-07-5341	Training	\$8,000
07-07-5343	Meal Expense	\$1,250
07-07-5344	Safety Clothing	\$5,500
07-07-5350	Utilities	\$10,000
07-07-5353	Power Purchase	\$4,000
07-07-5361	Maintenance-Lift Station	\$2,500
07-07-5401	Office Supplies	\$1,200
07-07-5402	Safety Equipment	\$1,500
07-07-5420	Lab. Supplies & Equipment	\$1,000
07-07-5421	Chemicals	\$500
07-07-5430	Breaks-Materials & Repair	\$2,000
		<hr/> \$927,798

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STP

07-08-4100	Salaries	\$355,368
07-08-4101	Clerical Salaries	\$17,890
07-08-4104	Overtime Meal Reimbursement	\$0
07-08-4105	Stipend	\$0
07-08-4106	Clothing Stipend Taxable	\$0
07-08-4107	Clothing Allowance Taxable	\$1,000
07-08-4110	Seasonal Salaries	\$25,000
07-08-4120	Overtime	\$15,000
07-08-4121	Clerical Overtime	\$2,500
07-08-4200	Insurance Benefit	\$105,000
07-08-4210	FICA	\$25,000
07-08-4220	Medicare	\$7,500
07-08-4230	Unemployment Benefit	\$1,500
07-08-4240	IMRF Expense	\$60,000
07-08-5300	Contractual Services	\$20,300
07-08-5301	Technology	\$175,000
07-08-5306	Contractual Lab	\$45,000
07-08-5314	Annual NPDES Permit	\$33,500
07-08-5341	Training	\$4,200
07-08-5343	Meal Expense	\$4,650
07-08-5344	Safety Clothing	\$5,250
07-08-5345	Coffee	\$600
07-08-5350	Utilities	\$36,500
07-08-5353	Power Purchase	\$150,000
07-08-5365	Maint Repair West Plant	\$65,000
07-08-5366	Maint Repair East Plant	\$75,000
07-08-5373	Waste Removal	\$275,000
07-08-5377	Intergovernmental Groups	\$35,000
07-08-5401	Office Supplies	\$2,000
07-08-5402	Safety Equipment	\$4,000
07-08-5420	Lab. Supplies & Equipment	\$18,000
07-08-5421	Chemicals	\$80,000
		<hr/>
		\$1,644,758

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Water & Sewer Administration

07-00-3900	Miscellaneous Revenue	\$0
07-09-4100	Salaries	\$139,390
07-09-4101	Clerical Salaries	\$470,219
07-09-4104	Overtime Meal Reimbursement	\$0
07-09-4106	Clothing Stipend Taxable	\$0
07-09-4107	Clothing Allowance Taxable	\$0
07-09-4120	Overtime	\$10,000
07-09-4121	Clerical Overtime	\$15,000
07-09-4200	Insurance Benefit	\$146,000
07-09-4210	FICA	\$38,000
07-09-4220	Medicare	\$10,000
07-09-4230	Unemployment Benefit	\$1,500
07-09-4240	IMRF Expense	\$95,000
07-09-5300	Contractual Services	\$26,000
07-09-5301	Technology	\$3,000
07-09-5321	Printing & Publications	\$18,000
07-09-5322	Postage	\$27,000
07-09-5323	Insurance & Bonding	\$373,536
07-09-5360	Maint. & Repair	\$150,000
07-09-5470	Meters	\$200,000
07-09-7965	capital assets proprietary. fu	\$0
07-09-8000	Miscellaneous Expenses	\$0
07-09-8100	Transfer Out-	\$2,308,784
07-09-8101	Transfer Out-Debt	\$2,116,036
		<hr/>
		\$6,147,465
	Water Surplus (Deficit)	(\$0)

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Capital Replacement Program

11-00-3233	Vehicle Replacement	\$0
11-00-3910	Transfer	<u>\$68,180</u>
		\$68,180
11-00-4010	fund bal. rec. net post.	\$0
11-00-7301	Vehicles	\$68,180
11-00-7302	Computers	\$0
11-00-7303	Technology Capital	\$0
11-00-7304	Building	<u>\$0</u>
		\$68,180

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Water & Sewer Capital Projects

12-00-3910	Transfer In	<u>\$2,240,604</u>
		\$2,240,604
12-00-7010	capital assets proprietary. fu	\$0
12-00-7300	Capital Equipment	\$200,000
12-00-7301	Vehicles	\$50,000
12-00-7302	Computers	\$0
12-00-7303	Technology Capital	\$75,000
12-00-7602	Watermain Design	\$1,025,000
12-00-7610	Well Maintenance	\$75,000
12-00-7615	Well #14	\$0
12-00-7620	Watermain Replacement	\$4,900,000
12-00-7800	Misc Capital	<u>\$125,000</u>
		\$6,450,000

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Capital Projects

13-00-3901	Government Agency	\$50,000
13-00-3902	Other financing source	\$0
13-00-3910	Transfer In	\$936,400
		<hr/>
		\$986,400
13-00-5330	Capital Engineering	\$150,000
13-00-7310	Facility Construction- PW	\$125,000
13-00-7311	Facility Constr.-City Hall / P	\$0
13-00-7312	Facility Constr.-City Park	\$0
13-00-7640	Capital Construction	\$2,050,000
13-00-7641	Rebuild Illinois	\$0
13-00-7642	American Rescue Plan	\$0
		<hr/>
		\$2,325,000

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TIF-Larkin/30

15-00-3020	GASB 54	\$0
15-00-3110	Current Year Tax Levy	<u>\$30,000</u>
		\$30,000
15-00-5300	Contractual Services	\$0
15-00-5302	Legal Services	\$0
15-00-5312	Consulting	\$30,000
15-00-5314	Planning	\$0
15-00-5330	Engineering	\$0
15-00-5400	Material & Supplies	\$0
15-00-7501	Operating Expenses	<u>\$0</u>
		\$30,000

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TIF-Weber/Division

41-00-3110	Current Year Tax Levy	<u>\$100,000</u>
		\$100,000
41-00-5300	Contractual Services	\$10,000
41-00-5302	Legal Services	\$12,500
41-00-5312	Consulting	\$20,000
41-00-5314	Planning	\$17,500
41-00-5330	Engineering	\$20,000
41-00-5400	Material & Supplies	\$0
41-00-7501	Operating Expenses	<u>\$20,000</u>
		\$100,000

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Water/Sewer Debt

30-00-3910	Transfer In	<u>\$2,047,856</u>
		\$2,047,856
30-00-6102	IEPA 2011 Principal	\$518,429
30-00-6103	2019 W/S G.O. Bond Principal	\$990,000
30-00-6104	Vactor Truck Principal	\$0
30-00-6202	IEPA 2011 Interest	\$26,327
30-00-6203	2019 W/S G.O. Bond Interest	\$510,600
30-00-6204	Vactor Truck Interest	\$0
30-00-6301	Bond Bank Fees	\$2,500
30-00-6303	2019A Refunding Bank Fees	\$0
30-00-7205	Chngs long term debt	\$0
		<u>\$2,047,856</u>

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Capital Construction Debt

32-00-3920	Tran lease pymn debt gasb 87	\$0
32-00-3910	Transfer In	<u>\$763,600</u>
		\$763,600
32-00-6101	2019 GO Bond- Principal	\$410,000
32-00-6201	2019 G.O. Bond Interest	\$351,100
32-00-6203	Tran lease pymn debt gasb 87	\$0
32-00-6204	Tran lease pymn debt gasb 87	\$0
32-00-6301	2019 G.O. Bond Fees	<u>\$2,500</u>
		\$763,600

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West Plant Rehab

35-00-3901	IEPA Reimbursements	\$15,830,000
35-00-3905	IEPA Loan Forgiveness	\$0
35-00-3910	Transfer In	\$0
		<hr/>
		\$15,830,000
35-00-5330	Engineering	\$1,050,000
35-00-7010	capital assets proprietary. fu	\$0
35-00-7512	West Plant Rehab	\$15,830,000
35-00-7513	West Plant Rehab-Design	\$0
35-00-7631	East STP Plant Construction	\$0
		<hr/>
		\$16,880,000

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Garbage

80-00-3540	Refuse Service Rec	<u>\$1,469,562</u> \$1,469,562
80-00-5300	Contractual Services	<u>\$1,469,562</u> \$1,469,562

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Police Pension Fund

98-00-3110	Current Year Tax Levy	\$1,296,406
98-00-3611	Interest Income	\$0
98-00-3800	Auditor Market Value	\$0
98-00-3900	Miscellaneous Revenue	\$0
98-00-3961	Employer Contribution-Retireme	\$150,000
98-00-3962	Plan Member Contributions	\$300,000
		<hr/>
		\$1,746,406
98-00-5300	Contractual Services	\$40,000
98-00-5302	Legal Services	\$6,000
98-00-5321	Pension Payments/Refunds	\$1,600,000
98-00-5342	Travel Expenses	\$2,000
98-00-5343	Conference Expenses	\$906
98-00-5345	Dues & Subscriptions	\$2,500
98-00-5560	Investment Expense	\$75,000
98-00-8000	Miscellaneous Expenses	\$0
98-00-8032	Refund-Employee CoDeposits/Ref	\$20,000
		<hr/>
		\$1,746,406

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Police Special Assets

99-00-3240	DUI Fines	\$3,500
99-00-3241	Special Assets	\$0
99-00-3242	Article 36	\$0
99-00-3243	BJA / LLE Safety	\$0
99-00-3244	Police Seizure	\$15,000
99-00-3245	Police Forfeiture	\$5,000
		<hr/>
		\$23,500
99-00-5400	Material & Supplies	\$0
99-00-5401	Police Seizure	\$0
99-00-5402	Police Forfeiture	\$0
99-00-7300	Capital Equipment	\$23,500
		<hr/>
		\$23,500
Total Revenue		\$52,645,804
Total Expenditures		\$59,221,916
		<hr/>
		(\$6,576,112)

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
April 1, 2024

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, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison. Mayor Soliman asked for everyone to remain standing after the Pledge of Allegiance. Mayor Soliman announced that Betty Lou Semplinski has passed away. He commented that Betty Lou was a life-long Crest Hill resident who was a very well-respected citizen of the City of Crest Hill. Betty Lou gave twenty years of her life serving as Alderwoman for Ward II from 1981 through 1985, again in 1989 through 1993, and then in 1995 until 2007. Betty Lou's son, Ray Semplinski, worked as the Director of Public Works and the Building Commissioner for the City of Crest Hill, and her grandson, Brian Semplinski, has been with the City of Crest Hill for twenty plus years as a Lead Mechanic. Mayor Soliman, and the City of Crest Hill, wish to offer our condolences to the Semplinski family. Mayor Soliman would like to thank Betty Lou for her years of service and her commitment, dedication, and loyalty to the City of Crest Hill and asked for everyone to keep Betty Lou and the Semplinski family in their prayers. Mayor Soliman asked for a Moment of Silence for the remembrance of Betty Lou Semplinski.

Roll call indicated the following present: Mayor Raymond Soliman, City Treasurer Glen Conklin, City Clerk Christine Vershay-Hall, 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: Interim City Administrator Tony Graff, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Mike Eulitz, Finance Director Lisa Banovetz, Interim Director of Community Development Ron Mentzer, City Attorney Mike Stiff, Deputy Clerk Karen Kozierka, Administrative Clerk Zoe Gates.

Absent were: Interim City Planner Maura Rigoni, Building Commissioner Don Seeman.

PUBLIC HEARING: Conduct a Public Hearing with Respect to a Sign Ordinance Variation for the Lucky Brothers 2 Inc. Shell Gas Station located at the southwest corner of Caton Farm Road and Illinois Route 53/Broadway Street.

(#1) Motion by Alderperson Oberlin seconded by Alderman Dyke, to Open a Public Hearing for a Sign Ordinance Variation for Lucky Brothers 2 Inc. Shell Gas Station located at the southwest corner of Caton Farm Road and Illinois Route 53/Broadway Street.

Alderwoman Gazal commented that the agenda does not state that it is a Public Hearing and wondered if we can hold the Public Hearing. City Attorney Mike Stiff commented that we can hold the Public Hearing since it was published in the newspaper and the notifications were mailed out to the adjoining landowners.

Aldersperson Oberlin commented that she motions to amend the agenda to reflect the Public Hearing on this item. Alderman Dyke includes the same with his second motion.

(#1) Motion by Aldersperson Oberlin seconded by Alderman Dyke to Amend the Agenda Item to Include Public Hearing.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The Public Hearing was opened at 7:05 p.m.

Attorney Stiff commented that since the agenda item was amended, the Public Hearing would need reopened.

(#2) Motion by Aldersperson Oberlin seconded by Alderwoman Gazal, to Reopen the Public Hearing on a Sign Ordinance Variation for the Lucky Brothers 2 Inc. Shell Gas Station located at the southwest corner of Caton Farm Road and Illinois Route 53/Broadway Street.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The Public Hearing was reopened at 7:05 p.m.

Interim Community Development Director Ron Mentzer informed the City Council that there is a new Shell gas station under construction on the southwest corner of Caton Farm Road and Broadway. The owner has applied for a sign at the corner of the intersection on private property. The proposed sign is taller and larger in area than what the City's Sign ordinance provisions allow for. The ordinance allows for signs to be fifteen feet tall and seventy square feet and this sign would be twenty-six feet tall and approximately 110 square feet.

Interim Director Mentzer commented that this afternoon the representative of the applicant submitted a written request on behalf of their client to continue the Public Hearing to the May 6, 2024 meeting, to provide the applicant more time to revise the design of the proposed sign with a goal to comply with the City's height restrictions. Interim Director Mentzer stated that he feels it would be appropriate to continue the Public Hearing to May 6, 2024.

Mayor Soliman asked if anyone would like to speak for or against the request of Lucky Brothers for the Gas Station sign. Let the record show that no one has approached the podium to speak for or against Lucky Brothers Gas Station.

Mayor Soliman asked for a motion to continue this Public Hearing until May 6, 2024.

(#3) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to Continue the Public Hearing on May 6, 2024 at 7:00 p.m.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Attorney Mike Stiff recommended a roll call vote to continue/recess the decision of the Public Hearing to May 6, 2024.

(#4) Motion by Alderman Albert seconded by Alderwoman Gazal, to continue/recess the decision of the Public Hearing to May 6, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Regular Meeting held on March 18, 2024 for Council approval per the memo dated April 1, 2024.

(#5) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to Approve the Minutes from the Regular Meeting Held on March 18, 2024 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

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

Mayor Soliman presented the minutes from the Work Session meeting held on March 25, 2024 for Council approval per the memo dated April 1, 2024.

(#6) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to Approve the Minutes from the Work Session Meeting Held on March 25, 2024 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Albert.

ABSENT: None.

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

CITY ATTORNEY: City Attorney Mike Stiff commented that he had no agenda items for discussion but would be happy to answer any questions. Alderwoman Gazal asked if

Attorney Stiff had any updates on the Sikich Company. Attorney Stiff commented that he has not had a chance since he has returned from vacation but will call and get an update.

CITY ADMINISTRATOR: Interim City Administrator Tony Graff commented that Interim HR Manager Dave Strahl wanted to make sure that everyone had received the background information that was not attached to his memo at the last meeting and wanted some reassurance that the posting for the Public Works Director is still moving forward so he can start the posting and the prescreening process. Alderwoman Gazal asked why that is not on the agenda tonight. Interim City Administrator Graff stated that per the attorney this does not need to be on the agenda since it is more of a process about the posting.

Alderwoman Gazal asked the Council if they are okay with just receiving an email and not reviewing this at a meeting. Attorney Stiff commented that he thought his recommendation was to have this item on the agenda, but no resolution was needed and just have a memo requesting the Council's approval and direction.

Treasurer Glen Conklin commented that a job posting is not something that requires a resolution or Council action. He stated that it was originally put on as informational to let the Council know he would like to begin the process, however, the Council asked him to halt the process, but Interim Manager Strahl wanted consensus, but this does not need a formal vote or resolution.

Alderwoman Gazal asked Interim Public Works Director Mike Eulitz if he wanted to stay longer. Interim Public Works Director Eulitz commented that he would stay. Alderwoman Gazal commented that she wanted to clarify since she heard something different.

PUBLIC WORKS DEPARTMENT: Interim Public Works Director Mike Eulitz requested to Approve Change Order No. 2 with Williams Brothers Construction, Inc. for the East Water Reclamation Facility Phosphorus Removal Upgrades with a Deduction in the Amount of \$54,145.09 per the memo dated April 1, 2024. This is a result of credits for work not needed for this project and the balancing of completed construction items. Some of the larger additions were the additional power source required in the 4000-flow meter vault, additional rock excavation and Revision 1 to provide new dissolved oxygen and oxidation reduction potential sensors to replace sensors in the oxidation ditch. Some of the larger deductions were the remove and replace the power feed to the diversion structure under the railroad right-of-way, the credit for gate services, reduction in parking lot size and startup of the generator and the credit for removal of unsuitable materials.

(#7) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to Approve Change Order No. 2 with Williams Brothers Construction, Inc. for the East Water Reclamation Facility Phosphorus Removal Upgrades with a Deduction in the Amount of \$54,145.09 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Alderman Vershay wanted to thank the Public Works employees who had to come out on their holiday to fix a sign issue and take care of another sign issue that was on Center Street. He also commented that people say they do not do their job, but they do, and he wanted to thank and congratulate the employees of Public Works.

CITY ENGINEER: City Engineer Ron Wiedeman commented that they had fourteen local contractors pick up bids and eight contractors provide bids. These bids were opened on Thursday, March 7, 2024 at 10:00 a.m. These bids ranged from \$1,533,203.21 to \$2,401,295.94. Engineer Wiedeman requested to Award the Contract to H. Linden & Sons Sewer and Water for the Parkrose Street Water Main Replacement and Road Reconstruction Improvement in the Amount of \$1,533,203.21 per the memo dated April 1, 2024.

(#8) Motion by Alderman Albert seconded by Alderperson Oberlin, to Award the Contract to H. Linden & Sons Sewer and Water for the Parkrose Street Water Main Replacement and Road Reconstruction Improvement in the Amount of \$1,533,203.21 per the memo dated April 1, 2024.

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.

City Engineer Ron Wiedeman requested to Approve a Resolution Approving an Agreement for Parkrose Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an Amount of \$183,137.00 per the memo dated April 1, 2024.

(#9) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve a Resolution Approving an Agreement for Parkrose Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an Amount of \$183,137.00 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Resolution #1215

ECONOMIC DEVELOPMENT DEPARTMENT: Interim Director of Community Development Ron Mentzer requested to Approve an Ordinance Amending Title 15 (Buildings and Construction), Chapter 15.09 (Inspection of Rental Units), Section 15.09.020 (Inspection Required) by Repealing Section 15.09.020(C) and Adding a New Section 15.09.080 (Registration Required) of the City of Crest Hill Code of Ordinances per the memo dated April 1, 2024. This is where the city would be instituting a new fee to register rental units. There is an ordinance requiring the units to be registered but there is no associated registration fee. There has been discussion regarding what the fee assessed should be. Staff recommended that a fee is set to cover the actual cost the city would incur

to maintain an online registration program. Staff are suggesting that we set a fee of \$25.00 per unit which would generate approximately \$53,900.00 in revenue.

Alderman Albert asked how much work is involved with this and is \$50.00 too high or does it seem fair. Interim Director Mentzer commented that this is something new for the city. Administrative Clerk Zoe Gates commented that we have had the registration process since before 2002, which is done manually and is a lot of work. Currently, it is in a spreadsheet since our software does not support this, but the new software would eliminate that. This program would give people looking for rentals a way to search for what is available. The inspectors would be doing all inspections and the time spent with the inspections would be the same and code enforcement would be the same. This company will also be able to find rentals in our area that we may not know about by reviewing purchase records through Will County, which would be more code enforcement, inspections, and more paperwork.

Alderman Albert asked how much time an inspector spends at the units. Clerk Gates commented that an inspector will spend approximately 30 minutes at an apartment, and 45 minutes to an hour at a single-family home depending on the size of the home.

Alderman Cipiti asked if there is currently a registration fee on rental properties. Clerk Gates commented that there is not a current registration fee. Alderman Cipiti also asked if more rental properties are found would the staffing be an issue with inspections since he remembers Building Commissioner Seeman saying that they do not have enough staff to do the annual inspections as it is. Clerk Gates commented that assuming this company finds more rental properties than we know about, it will make the department busier, especially since they are down an inspector.

Clerk Gates commented that this will help the community with having our properties registered since we will be able to inspect and keep these properties safe for the tenants. This will also protect the landlords, as well, because they will have a record of their property before their tenant moved in.

Alderwoman Gazal commented that she feels \$25.00 is a good fee and if we need to revisit this later, we can.

Alderperson Oberlin asked if the \$25.00 is per unit or building. Clerk Gates commented that we originally suggested per building, but it was suggested at the last meeting to do per unit, and we are basing it on per unit. Alderperson Oberlin asked when the inspector goes out to do the inspection is there paperwork that the inspectors regularly check. Clerk Gates commented that there is a checklist that is a two-part form, and the inspector keeps one copy and the landlord/company get the other copy, this way they know what they need to fix and once fixed they will receive a rental inspection certificate. She also commented that they check for water leaks, flushable toilets, working appliances if applicable, electrical outlets and switches and she commented that she would happily give a copy of the checklist to the Council.

Alderwoman Gazal clarified that her first motion would be for \$25.00 per unit. Alderman Dyke clarified his second motion would be for \$25.00 per unit.

(#10) Motion by Alderwoman Gazal seconded by Alderman Dyke, to Approve an Ordinance Amending Title 15 (Buildings and Construction), Chapter 15.09 (Inspection of Rental Units), Section 15.09.020 (Inspection Required) by Repealing Section 15.09.020(C) and Adding a New Section 15.09.080 (Registration Required) of the City of Crest Hill Code of Ordinances in the amount of \$25.00 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1976

Interim Director of Community Development Ron Mentzer requested to Approve an Ordinance Approving a Variation to the Crest Hill Zoning Ordinance with Respect to Certain Real Property (Application of Dainius Kasperavicius 2001 Noonan) per the memo dated April 1, 2024. This property is located at 2001 Noonan Street. This was discussed at the last work session meeting. The Plan Commission did make a positive recommendation with necessary conditions to allow the property owner/applicant to keep a large shed along the south edge of his property within the side and rear yard setback, along with the recorded easements on the property.

Mayor Soliman asked if the Council had any questions or comments.

Alderman Dyke wanted clarification that the shed will be lifted, and a concrete base will be poured under the shed. Interim Director Mentzer commented that under the building code the shed would need to be put on a hard surface base and the shed would need to be attached to that surface. Alderman Dyke commented that he is concerned because there was no permit for this shed to be placed on the property line and no variance was ever sought. Interim Director Mentzer commented that the fence is a 1.5 foot off the property line and the shed is about 1.45 feet off the fence line, which is close to the zoning ordinance requirement of a four foot side yard setback and the request before you is a zoning variance that would allow the shed to remain in its existing location. Alderman Dyke commented that he feels the shed is too close to the fence and if the shed must be lifted to pour the cement it should be moved to be closer to compliance.

Alderman Albert commented that each case is unique and with this particular property there is the forest preserve. He also commented that this needs to be looked at as a case-by-case situation and he feels this situation is almost okay for it to be closer to the property line, not ideal but okay and it is the property owner's responsibility if something happens to the shed.

Alderwoman Gazal commented that she is not comfortable with it and why would we want this placed on an easement.

Alderman Oberlin commented that the variance process is in place for a reason and reasons like this. She also commented that she agrees with what Alderman Albert stated and that the property owner did not get the permit because of what the property owner was told.

Alderman Jefferson asked if the concrete that the property owner is placing under the shed will impair the storm easement or the flow of water. Interim Director Mentzer commented that the city engineer looked at the easement and stated that the existing portion of the neighborhood is flat with a mild grade, and it was determined that leaving the shed in its current location will not create any drainage problems.

Mayor Soliman asked the property owner if he would like to approach the podium and make a comment. Mr. Dainius Kasperavicius approached the podium and apologized for this happening and if he had known he would of never have done this this way. He commented that the shed has been sitting there for three years and has not bothered anyone. He also commented that he placed the shed there since there is a gate and easy access, and if it went anywhere else it would be blocking the yard and house windows.

He stated that he understands what he needs to do to comply with the building codes and will correct the issues and pour the concrete surface.

Alderwoman Gazal asked if he purchased the house with the shed. Dainius commented that there was an old shed and he purchased this shed to replace the old shed. Alderwoman Gazal also asked the applicant what the use of the shed is for. Dainius commented that it is for storage to keep equipment to maintain the property, kid's toys, and bikes.

Alderman Cipiti asked if he keeps a vehicle in the shed. Dainius commented that he does not.

Alderwoman Gazal stated for the record that there is a resident on Kingsbrook that the city fined him and then had him remove a brand-new shed and now pour a new slab because he needed to be five feet from the property line. She then commented that if it is good for one then it is good for all.

Mayor Soliman asked if anyone in the audience would like to speak for or against Mr. Kasperavicius' request. No one approached the podium to speak on the variance for Mr. Kasperavicius.

(#11) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to Approve an Ordinance Approving a Variation to the Crest Hill Zoning Ordinance with Respect to Certain Real Property (Application of Dainius Kasperavicius 2001 Noonan) with the correction on page 107 in the packet for a setback instead of a sign variance per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: Ald. Gazal, Dyke, Vershay.

ABSENT: None.

There being five (5) affirmative votes, the MOTION CARRIED.
Ordinance #1977

Interim Director of Community Development Ron Mentzer requested to Approve an Ordinance Granting a Special Use Permit and Parking Variation with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill (Application of Cozy Pawz Accommodations, LLC) per the memo dated April 1, 2024. This is a special use

permit that would allow a dog daycare/boarding facility at 2551 Theodore Street. There would be certain circumstances where dogs would stay overnight. The Plan Commission had a unanimous recommendation of approval with conditions and the conditions are reflected in the ordinance and the agenda backup materials.

Mayor Soliman asked if the Council had any questions. No Council members had questions.

Mayor Soliman asked if the applicant would like to approach the podium and she did not approach the podium.

Mayor Soliman asked if anyone in the audience would like to speak for or against the special use request for Cozy-Pawz Accommodations to operate a dog daycare located at 2551 Theodore Street. No one approached the podium.

(#12) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to Approve an Ordinance Granting a Special Use Permit and Parking Variation with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill (Application of Cozy Pawz Accommodations, LLC) per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1978

POLICE DEPARTMENT: Police Chief Ed Clark requested Approval to Replace Damaged Squad Car #939 per the memo dated April 1, 2024. This squad was damaged in an accident this past winter and the insurance is paying \$28,174.77. Chief Clark commented that to equip a new squad car it is approximately \$65,000.00 which would leave approximately \$37,000.00 in funds needed to replace the damaged vehicle.

Chief Clark commented that they are going to use everything salvageable from the wreck squad to use in the new squad car. Chief Clark also commented that unfortunately the wrecked squad car was not a car that was ready to be taken out of service, it was a newer squad car.

Alderperson Oberlin asked if we will be collecting from the person who hit the squad car. Chief Clark commented that they will look at the insurance and see what they can do.

Alderman Dyke asked if the Public Works mechanics could take some of the equipment off to save the cost. Chief Clark commented that he could ask but the company we have is very quick with the process.

Chief Clark commented that they would prefer a hybrid vehicle because of the savings in fuel cost but there would be a delay for a hybrid vehicle.

Alderwoman Gazal requested to have this as its own line item. Director Banovetz commented that it is its own line item for 2025 in the Police Department's budget.

(#13) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, for Approval to Replace Damaged Squad Car #939 per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Police Chief Ed Clark requested to Approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois per the memo dated April 1, 2024. Chief Clark commented that this is the 2020 Ford Explorer with the last seven of the VIN *****GC01085.

(#14) Motion by Alderman Dyke seconded by Alderwoman Gazal, to Approve an Ordinance Authorizing the Disposal of Surplus Personal Property Owned by the City of Crest Hill, Will County, Illinois per the memo dated April 1, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1979

Chief Clark announced that the 'Cop on the Rooftop' is on May 17, 2024 from 5:00 a.m. to 12:00 p.m.

MAYOR: Mayor Raymond Soliman reminded everyone that the grand opening ribbon cutting for the Will County Children's Advocacy Center is on Monday, April 8, 2024 at 1:00 p.m.

Alderman Cipiti asked if there is an update on the property tax rebate. Director Banovetz commented that they have sent the file to have it processed and cannot guarantee how long it will take but it is in their hands now.

Alderman Cipiti commented that he was just wanting to get clarification since there is a lot of speculation on the resident's side because the announcement of the delay was vague which created speculation. Director Banovetz commented that the city side processing has been done but she does not know how long it will take now since the file has left the City of Crest Hill's hands and is in the processor's hands now. Director Banovetz was asked how long it has taken in the past and she did not remember how long it had taken in the past but once they are finalized, she would make an announcement.

CITY CLERK: City Clerk Christine Vershay-Hall announced the Spring Community Wide garage sale will be May 16-19, 2024. You will need to purchase a permit to participate, and the cost of the permit is \$5.00. You can purchase the permit at the Clerk's Office Monday through Friday from 8:00 a.m. to 4:30 p.m.

Alderman Albert thanked Clerk Vershay-Hall and Deputy Clerk Kozierka for scheduling time with him to come in and listen to the audio of the meetings that he had missed.

CITY TREASURER: City Treasurer Glen Conklin presented the regular and overtime payroll from March 11, 2024 through March 24, 2024 in the amount of \$252,288.39 per the memo dated April 1, 2024.

City Treasurer Glen Conklin requested Approval of the list of bills issued through April 2, 2024 in the amount of \$3,839,396.01 for Council approval per the memo dated April 1, 2024.

(#15) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to list of bills issued through April 2, 2024 in the amount of \$3,839,396.01 for Council approval per the memo dated April 1, 2024.

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.

UNFINISHED BUSINESS: There were no unfinished business items on the agenda.

NEW BUSINESS: There was no new business on the agenda.

COMMITTEE/LIAISON REPORTS: Alderman Dyke requested to Approve an Ad Insertion with Shaw Media for the 2024 Heritage Corridor Travel Guide per the memo dated April 1, 2024. He commented that he would like to do two publications for a quarter page ad in the Heritage Corridor for the cost of \$850.00. Alderman Dyke commented that in the past we have advertised in the publication and this year they are offering a legacy advertising. Alderman Dyke stated that with the legacy advertising we could do a quarter page ad cheaper than what we paid last year for an eighth of a page ad.

Alderman Dyke asked for a motion to do two publications in the Heritage Corridor for a quarter page ad at the cost of \$850.00. He also mentioned that the deadline is April 5, 2024 and this will need to be submitted and paid for by then.

(#16) Motion by Alderman Dyke seconded by Alderman Vershay, to Approve an Ad Insertion with Shaw Media for the 2024 Heritage Corridor Travel Guide in the amount of \$850.00 for a quarter page ad in two separate publications.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

COUNCIL COMMENTS: Alderman Dyke extended his condolences to the Semplinski Family. He also commented that he had the pleasure of serving with Betty Lou in Ward II, and she helped him better understand his role as a city official, and she had a great wealth of information.

Alderman Vershay extended his condolences to the Semplinski Family. He stated that she was a great person and she worried about the city a lot and always wanted to do good things for the City of Crest Hill.

Alderman Jefferson offered his condolences to the Semplinski Family, as well. He stated he did not get to meet her but from what he had heard she must have been a wonderful person.

Alderwoman Gazal commented that the first election she ran was with Betty Lou, and they did their meet and greet together. She commented that Betty Lou always had a beautiful smile and was a determined person who cared for the City of Crest Hill. She also commented that she had inherited Betty Lou's stool.

Alderman Oberlin expressed her condolences to the Semplinski Family. She also shared a funny story about Betty Lou and ended by saying that Betty Lou always saw humor in things.

Alderman Cipiti extended his condolences to the Semplinski Family he commented that her family was important to her. He stated that she was a dear friend of his and she was one of the first people he and his wife met when they moved to Crest Hill. He also stated that her contributions to the city will never be forgotten.

Alderman Albert extended his condolences to the entire Semplinski Family. He also commented that Betty Lou was a great asset to this community, and she always spoke her mind but with respect.

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.

(#17) Motion by Alderman Dyke seconded by Alderman Vershay, to adjourn the April 1, 2024 Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 8:22 p.m.

Approved this _____ day of _____, 2024
As presented _____
As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

MINUTES OF THE SPECIAL WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
April 3, 2024

The April 3, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 6:00 p.m. in the Council Chambers, 20600 City Center Blvd. 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 (6:24p), Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti.

Absent Council Members: Alderman Nate Albert, Alderman Joe Kubal.

Also Present were: Ryan Cotton (GovHr).

Absent were: Interim Administrator Tony Graff, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Mike Eulitz, Finance Director Lisa Banovetz, Interim Employee Relations Dave Strahl, Interim Community Development Director Ron Mentzer, Building Commissioner Don Seeman, Interim Planner Maura Rigoni, City Attorney Mike Stiff.

Mayor Soliman commented that Alderman Kubal and Alderman Albert are excused from the meeting tonight.

TOPIC: EXECUTIVE SESSION 5 ILCS 120/2 (c)(1)

(#1) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to go into an executive session on Personnel 5 ILCS 120/2(c)(1).

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Albert, Kubal.

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

Executive Session 6:01 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert, Kubal.

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

Reconvened 9:03 p.m.

PUBLIC COMMENT:

There was no public comment.

The meeting was adjourned at 9:03pm.

Approved this _____ day of _____, 2024

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE SPECIAL WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
April 4, 2024

The April 4, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 6:00 p.m. in the Council Chambers, 20600 City Center Blvd. 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 Joe Kubal, Alderman Nate Albert (6:18p).

Absent Council Members: None

Also Present were: Ryan Cotton (GovHr).

Absent were: Interim Administrator Tony Graff, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Mike Eulitz, Finance Director Lisa Banovetz, Interim Employee Relations Dave Strahl, Interim Community Development Director Ron Mentzer, Building Commissioner Don Seeman, Interim Planner Maura Rigoni, City Attorney Mike Stiff.

Mayor Soliman commented that Alderman Albert will be late for tonight's meeting.

TOPIC: EXECUTIVE SESSION 5 ILCS 120/2 (c)(1)

(#1) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to go into an executive session on Personnel 5 ILCS 120/2(c)(1).

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert.

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

Executive Session 6:01 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:51 p.m.

PUBLIC COMMENT:

There was no Public Comment.

The meeting was adjourned at 9:51 pm.

Approved this _____ day of _____, 2024

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
April 8, 2024

The April 8, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. 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: Interim Administrator Tony Graff, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, Interim Community Development Director Ron Mentzer, City Attorney Mike Stiff.

Absent were: Police Chief Ed Clark, Interim Public Works Director Mike Eulitz, Interim Employee Relations Dave Strahl, Interim City Planner Maura Rigoni.

TOPIC: Cable Television Broadcasting

Mayor Soliman introduced William (Bill) McCluskey and stated he has been helping the city with their broadcasting audio/visual services at the city's last three meetings. Mayor Soliman asked Bill to approach the podium and introduce himself. Bill commented that he is a resident of Crest Hill, and he has been using the A/V equipment and he has identified some things that we could improve with the equipment.

Mayor Soliman commented that the contract does include the Memorial Day Ceremony and the Lidice Memorial Ceremony.

Attorney Mike Stiff commented that the contract is similar to the prior contracts but there were a couple of minor changes that Mr. McCluskey suggested, and he had no issues with.

Mayor Soliman asked Bill to explain the issue we had at the last meeting. Bill commented that there was an issue with the recording of the audio and video at the last meeting. He commented that there is a delay when starting the meetings and that was due to the system having a failure to record and he was not aware of the issue. He also commented that the back-up system we had had burned up prior to this issue and was never replaced, which is getting replaced now. He stated that there should not be a ten-minute delay now since he is aware of the issue.

Interim City Administrator Tony Graff commented that the new piece of equipment would be delivered Wednesday and our I.T. staff will install the equipment.

Mayor Soliman asked for an informal vote to approve the agreement to have Bill McCluskey be our cable television technician for City Council meetings, Plan Commission meetings, and the two special events.

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

NAYES: None.

ABSENT: None.

Mayor Soliman commented that the official vote will be held on April 15, 2024.

TOPIC: Resolution Approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$87,415.00.

City Engineer Ron Wiedeman would like to have Christopher B. Burke Engineering start working on the design of the relocation of the watermain. He commented that it would not be completed in one year, so he would like to do it in stages. Currently the city is responsible for the watermain that run in and through the Hillcrest Shopping Center. These lines are old, and the plan is to take the watermain and build a new one that loops around the outside and then the city would not be responsible for the old watermain that runs through the parking lot.

Engineer Wiedeman commented that they replaced approximately twenty-five percent of this with the Building and Recruiting Center about a year ago but we need the design and get the costs narrowed down so we can figure out how to budget this work.

Alderman Albert asked if there are any official easements. Engineer Wiedeman commented that it is a blanket easement over the entire property, and this will clean this up, so we will not have any breaks in the middle of the parking lot and vehicles get damaged. He stated that the water main is all over the place, but they are starting to nail it down better, the lines are original from the 1960's.

Alderman Vershay asked how the watermain is in front of the bakery. Engineer Wiedeman commented that those were replaced last year when they were working on the recruiting center, it is all brand new and has been tied in.

Mayor Soliman asked for an informal vote approving the Agreement for Hillcrest Water Replacement in the amount of \$87,415.00.

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

NAYES: None.

ABSENT: None.

Mayor Soliman commented that this will be on the agenda April 15, 2024.

TOPIC: Commission Re-Appointments

Mayor Soliman commented that there are five (5) commissioner's terms that will expire on May 1, 2024. They are:

- Civil Service Commission Board
 - Pat Camden - This is a three-year term, and he has agreed to serve another term. He originally was appointed in 2016, and this would make this his third term.

- Police Pension Board
 - John Smith – This is a two-year term, and he has agreed to serve another term. He originally was appointed in 2022 and this would be his second term.
- Plan Commission Board –
 - Ken Carroll – This is a three-year term, and he has agreed to serve another term. This would be his fifth term.
 - Bill Thomas – This is a three-year term and Bill Thomas is the Chairman of the Board. He was appointed in 2020 and he has agreed to serve another term, which would be his second term.
 - Cheryl Slabozeski – This is a three-year term, and she has agreed to serve another term, which would make this her second term.

Mayor Soliman asked if there are any objections to the five reappointments. There were no objections.

Mayor Soliman asked for an informal vote to approve all five (5) reappointments.

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

NAYES: None.

ABSENT: None.

Mayor Soliman commented that all five (5) reappointments will be on the agenda for April 15, 2024.

TOPIC: Update for the Draft Fiscal Year 2024-25 Annual Budget

Finance Director Lisa Banovetz commented that not much changed since the last notice and they did get the General Fund deficit down to approximately \$31,000.00. She commented that the focus on the budget is to make sure you have an Operating Fund that is sustainable since those are the recurring costs, salaries, benefits, and debt service.

She commented that capital projects will show a deficit that is built into the rate study and the rates will catch up in the future and the fund will build up. She also stated that the engineer has water/sewer projects to do next year because with the Lake Michigan Water project many contractors will be working on other projects and prices will rise. There was approximately a million dollars transferred out of the General Fund to cover streets. Director Banovetz commented that there is \$1.3 million dollars in capital projects next year and she is comfortable taking that out of the fund balance for the General Fund, since we have \$7.8 million dollars in that fund. She also commented that she wanted to thank Engineer Wiedeman since he cut many capital projects and went through his operating budget and decided to save the city money, he would do many things in-house. She also commented that through the Public Works Director vacancy, Engineer Wiedeman has stepped up and has taken on extra work.

Director Banovetz commented the Engineer Wiedeman had a conversation with the DCEO grant manager discussing how we need to start over, and the grant manager gave the city some forgiveness and because of this they will grant the two \$1 million dollar grants. Many Council members thanked Engineer Wiedeman for making this happen.

Interim City Administrator Tony Graff commented that the rental fee has been approved and the city will have a net gain of approximately \$30,000.00, which is a comfortable number and will help take care of our expenses for the rental program.

He also mentioned that the FOIA cost from the attorney should decrease, since the Police Department has hired a FOIA Specialist that will manage these in-house. Costs were broken down showing we consistently have about \$1,500.00 to \$2,000.00 monthly in costs, which majority of this is the Police Department and now most of this can be managed by the FOIA Specialist.

Interim Administrator Graff commented that he is comfortable with the budget being passed like it is.

He also stated that there are no new hires, and if anyone is a new hire it will have to be brought before the Council for approval unless it is a direct replacement.

The Police Department is down an officer, they have thirty-one officers but would like to be thirty-two officers, but there is a list, and we would need to look at the list, which may need updated.

Alderwoman Gazal commented that at the last meeting there was a request for a full-time administrative clerk position at the Police Department and she suggested that the part-time administrative clerk should be offered the full-time position and asked what is going on with that. Interim Administrator commented that that person had gone through the process and was not selected at that time. Alderwoman Gazal asked if there is any reason the Chief of Police is not here for this meeting since the budget is important. Interim Administrator Graff commented that he knows the budget is important and has agreed to collaborate with the Council and coming back to the Council when he needs more manpower. Alderwoman Gazal commented that she wants something in writing why the part-time administrative clerk did not get the full-time position since she has talked to her and wants to make sure we have something in writing so there is no discrimination here.

Alderwoman Gazal asked if the FOIA amount that we are saving is an estimate since we do not know how many FOIAs we will do. Interim Administrator Graff commented that it is projections based on numbers over the last year and there will be more of a demand since we are going to have body cameras. He also commented that body cameras should be active by mid-late summer will create extra work for the FOIAs. Attorney Stiff commented that part of the reason the attorney's office was doing the FOIAs in the past was because the city did not have the correct software to do redactions, but the city is fully on-line and has the software to do the redactions. He also commented that the attorney office will be doing much less FOIAs since the city has the software and the FOIA Specialist to manage the requests.

Alderwoman Gazal commented that she has suggested investigating another I.T. company since the one we use is very costly and wondered if we have budgeted to hire a new I.T. company. Director Banovetz commented that currently we have the service and if we hired someone in-house even if we hired hybrid, it would save the city money and we have budgeted for the service which includes what we pay now, which is what is known. Treasurer Conklin commented that we are budgeted to cover I.T. but we should be able to gain savings if we find a less expensive service. Director Banovetz commented that we

currently pay \$17,200.00 a month and we were paying the former company \$10,000.00 monthly.

Interim Administrator Graff commented that he met with our current vendor and asked for an analysis of how many hours they currently do, and it was stated that our block of hours are 150 hours, but our trend is approximately 120 hours. He also commented that he asked them to write another agreement and take the agreement to 130 hours but also to have a carryover, and this would reduce the cost about \$25,000.00 with the current vendor.

Alderman Cipiti asked if the Treasure and Finance Department is okay with this change in I.T. hours. Treasurer Conklin commented that this has already been mentioned to the Council and in the budget with the savings. He also commented that there was a \$31,000.00 budget deficit in the operation budget and with the changes of legal services, I.T. hours, and rental fee software revenue would make the operations budget have a \$22,000.00 surplus.

Alderman Cipiti asked where we are at with doing an RFP for legal services. Treasurer Conklin commented that money is spent on legal services and every couple of years it is good to do an RFP and check the market and this should be done soon or possibly do this in-house.

Alderwoman Gazal asked if it were correct that we would not be reviewing the pay increases until the end of the month. Interim Administrator Graff commented that all the performance reviews are completed and when Interim Human Resource Manager Dave Strahl returns from vacation, he would like to review them and give his recommendations for the non-union employees. Alderwoman Gazal commented that she has been asking since February and now that Interim Manager Strahl is on vacation we have to wait for him, which should have been a priority. Interim Administrator Graff commented that Interim Manager Strahl really wanted to make sure the employees doing extra work would be recognized. He also commented that there may be some classification of job description changes for next year.

Treasurer Conklin requested an approval to roll into the budget the cost savings and then approve the final draft budget posting on April 15, 2024. Director Banovetz commented that April 15, 2024 would be when we would approve the budget but not to forget we can amend the budget at any point in time.

Treasurer Conklin reiterated again that there is a placeholder allocated for the salary raises in the budget.

Aldersperson Oberlin commented that the Council has been requesting this for so long and it has not been supplied to the Council and now you have to vote on the budget, and we do not have the salary increase information, and what if we do not agree with the raises. Treasure Conklin commented that the budget is what you approve for the amount of expenses that you would have during that year, and the salary recommendations are entirely separate from that, and the budget allocates the amount to drive those salaries through. He also commented that the approval of the salary increases is a totally separate issue and the limit in place you cannot go over.

Alderwoman Gazal commented that she has a trust issue since there is a minute that states the Council will not be part of the salary increases. She also commented that if she does not have the salary studies, then she will vote no, and she has been clear on this for two months.

Alderman Cipiti asked has there been a vote on salary increase for employees or has it typically been done with the budget. Director Banovetz commented that recommendations have been brought to the Council in executive session regarding a specific employee and what raise they will get. Alderman Cipiti commented in the past he has heard that all employees do not get an evaluation, but he thought every employee was to have an evaluation annually. Treasure Conklin commented that recommendations were done annually. Alderman Cipiti stated he is referring to evaluations which is what the recommendation comes from.

Treasurer Conklin asked if we could move forward with approving the budget. Director Banovetz asked if there is a penalty if we do not pass the budget in time. Attorney Stiff commented that he would need to look into this. Treasurer Conklin commented that he would like the Public Hearing on April 15, 2024.

Treasurer Conklin requested an informal vote to roll in the new savings and have a balanced budget on the General Fund and have the public hearing on April 15, 2024.

Mayor Soliman asked for an informal vote to do the Public Hearing and Approval for the Fiscal Year 2024-2025 Budget.

AYES: Ald. Kubal, Albert.

NAYES: Ald. Gazal, Jefferson.

ABSENT: None.

UNDECIDED: Ald. Cipiti, Oberlin, Vershay, Dyke.

Treasurer Conklin commented that the question is whether you want to have the cost savings rolled into the numbers to have your draft budget for presentation on April 15, 2024, which is legally required.

Treasurer Conklin commented that all he wants is an informal vote if you want the cost savings because we are going to post the draft budget on April 15, 2024. He also commented that to legally handle our obligation, he wants an informal vote to roll the new numbers into the existing draft budget as an update, which would show a surplus of \$22,000.00 in the General Fund.

Alderwoman Gazal commented that this is an estimation. Treasurer Conklin commented that everything in this budget is an estimation except for our bond payments and is predictable to the best of our abilities, a forecast on revenue and expenses.

Mayor Soliman asked for an informal vote to include the two cost saving recommendations that bring the General Fund to a surplus of \$21,884.00 and a Public Hearing on April 15, 2024.

Alderman Albert commented that he wanted to thank Treasurer Conklin, Director Banovetz, Engineer Wiedeman, and Interim Administrator Graff because he did vote

against this the last time because it seemed like we had no plan on getting the General Fund down, but he wanted to thank them again and said it makes him more confident in voting for this.

Interim Administrator Graff commented that when someone comes in as an interim, they learn as they go. He commented that he has seasoned experience, but he does not have Crest Hill culture and way of doing things, so he learns as he goes. He admitted that there have been some missteps in the beginning using his experience in the past from other communities and he has learned there is more involvement of the Council at a certain level, and we are accomplishing that now and being truly transparent.

Alderman Gazal asked Attorney Stiff if the Council can have something to vote on that would say the salaries will come before the Council on April 29, 2024. Attorney Stiff commented that you can add it to the agenda for April 15, 2024 stating that whichever staff member it may be to provide the information needed to have a formal vote. Alderperson Oberlin asked Clerk Vershay-Hall to make sure that was on the agenda. Alderman Cipiti asked what if it is still not done by that date. Treasurer Conklin commented again that these are two very separate items with a concept that you want to put pressure on the one item of completing another item. He also commented that it is painfully clear that the Council wants consideration of the salaries prior to the adoption of the final budget. Attorney Stiff commented that just because your direction to staff does not come through it would nullify a vote on a final budget and you are going to have a final budget to vote on at some point. Just because you are missing a piece of information it will not nullify a vote, you will still have to vote. Alderman Cipiti asked what the purpose would be to have that agenda item on the agenda serve. Attorney Stiff commented that that would be a discipline/personnel issue with the staff who did not comply with your directive.

Attorney Stiff asked if it is really because Interim Manager Strahl is not here, they do not have the salaries and are these salaries ready to go the day he gets back from vacation. Treasurer Conklin commented that Interim Manager Strahl is returning on April 22, 2024 and the budget is a document for your spending and should not be held hostage for a single event that is accounted for within the budget.

Treasurer Conklin again asked to move forward with an informal vote to include the two cost saving recommendations that bring the General Fund to a surplus of \$21,884.00 and a Public Hearing on April 15, 2024 for the draft budget.

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

NAYES: None.

ABSENT: None.

Mayor Soliman commented that the Public Hearing will be on April 15, 2024.

Director Banovetz commented that sometimes things get 'jacked around' and informed Clerk Vershay-Hall that the first thing on the agenda should be the opening of the Public Hearing.

Public Comment:

There were no public comments.

Mayor's Updates:

There were no mayor updates.

Committee/Liaison Updates:

There were no committee/liaison updates.

City Administrator Updates:

Interim Administrator Graff commented that Public Works notified him that there are around four hundred hydrants that need to be repainted, he will give the map to the Council tomorrow. Mayor Soliman commented that we have 1175 hydrants and the four hundred ones that are left are on the east end of town.

(#1) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to go into an executive session on Personnel 5 ILCS 120/2(c)(6).

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 8:18 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderman Jefferson to reconvene from the executive session on Personnel 5 ILCS 120/2(c)(6).

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:02 p.m.

The meeting was adjourned at 9:02pm.

Approved this _____ day of _____, 2024
As presented _____
As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

MINUTES OF THE SPECIAL WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
April 9, 2024

The April 9, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 6:00 p.m. in the Council Chambers, 20600 City Center Blvd. 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 Joe Kubal, Alderman Nate Albert (6:04p).

Absent Council Members: None

Also Present were: Ryan Cotton (GovHr).

Absent were: Interim Administrator Tony Graff, Police Chief Ed Clark, City Engineer Ron Wiedeman, Interim Public Works Director Mike Eulitz, Finance Director Lisa Banovetz, Interim Employee Relations Dave Strahl, Interim Community Development Director Ron Mentzer, Building Commissioner Don Seeman, Interim Planner Maura Rigoni, City Attorney Mike Stiff.

TOPIC: EXECUTIVE SESSION 5 ILCS 120/2 (c)(1)

(#1) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to go into an executive session on Personnel 5 ILCS 120/2(c)(1).

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert

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

Executive Session 6:03 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:02 p.m.

PUBLIC COMMENT:

There was no Public Comment.

The meeting was adjourned at 9:02 pm.

Approved this _____ day of _____, 2024

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT



Agenda Memo

Crest Hill, IL

Meeting Date:	Date April 15, 2024
Submitter:	Tony Graff, Interim City Administrator
Department:	Department: Community Development
Agenda Item:	Agenda Item: Resolution to Post a Public Notice for the Sale of Surplus Property – Old City Hall 1610 Plainfield RD., Crest Hill, IL 60403

Summary: As a follow-up to the direction provided at the April 8, 2024, City Council Workshop Meeting, this agenda item involves completing the next action required to move forward with the potential sale of the Old City Hall property located at 1610 Plainfield Road. This action involves publishing a public notice declaring the property surplus and requesting proposals for the purchase of the property to be submitted to the City no later than 10 days after the notice is published. This notice would satisfy applicable state statute requirements related to the sale of surplus municipally owned property.

Staff will work with the City Council to review any proposals received and determine if it would be in the City's best interest to engage in negotiations with the submitter of any specific proposal.

Interim Community and Economic Development Director Mentzer recommends the City Council approve the attached resolution.

Recommended Council Action: Request to approve the Resolution as presented and prepared by City Attorney Michael Stiff.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments: Resolution for the Sale of Surplus Property.

RESOLUTION NO. _____**A RESOLUTION AUTHORIZING THE SALE OF SURPLUS REAL ESTATE**

WHEREAS, the Mayor and City Council hereby declare that the current City Hall property will become surplus and no longer necessary for any public purpose when the City moves its operation to its new facilities; and

WHEREAS, upon the move to the City's new City Center and Police Department facility, the old City Hall address of 1610 Plainfield Road, Crest Hill, Illinois 60403 and consisting of a building and approximately 5.6 acres of property ("The Old City Hall") should be sold as surplus and no longer necessary; and

WHEREAS, the City staff, in conjunction with the City's Realtor, are authorized and directed to negotiate the sale of the Old City Hall; and

WHEREAS, the City has conducted an appraisal of the Old City Hall and that appraisal is on file and available for public inspection.

NOW, THEREFORE, be it Resolved by the Mayor and City Council of the City of Crest Hill, Will County, Illinois as follows:

SECTION 1. DECLARATION OF SURPLUS

The Old City Hall property is hereby declared to be surplus real property at such time as the City moves to the new City Center and that the property will be surplus at the time of a sale.

SECTION 2. CITY STAFF TO NEGOTIATE SALE

The City staff is authorized to negotiate the sale of the Old City Hall for a price not less than eighty (80%) percent of the appraised value and to forward any contracts for the purchase and sale of the property to the City Council for consideration.

SECTION 3. PUBLICATION

This Resolution shall be published as soon as practical in the Joliet Herald News.

SECTION 4. PROPERTY DESCRIPTION

The Old City Hall property:

- a. Is located at 1610 Plainfield Road, Crest Hill, Illinois 60403
- b. Consists of a building of approximately 24,468.21 square feet.
- c. Has property consisting of two vacant lots of 1.378 acres each and an improved lot of 2.86 acres with a vacant building (total of 5.6 acres).
- d. Is zoned in the B-3 zoning classification.
- e. Was formerly used for the City Hall and Police Station of the City of Crest Hill.

- f. The terms of the sale shall be determined by a Purchase and Sale Agreement. The sale price shall be not less than eighty (80%) percent of the appraised value. The Purchase and Sale Agreement shall provide for an earnest money deposit, a reasonable due diligence period, payment in full of the purchase price at closing and other terms agreed to by the parties, including but not limited to a proposed development plan with agreed upon land uses and prohibited land uses.
- g. Those interested in submitting a proposal may arrange to view the property by contacting Marybel DeHaro at the City of Crest Hill by telephone at 815-741-5123.

SECTION 5. SUBMISSION OF OFFERS

Offers may be submitted to the City of Crest Hill, Attention: Anton Graff, Interim City Administrator, 20600 City Center Boulevard, Crest Hill, Illinois 60403 until 4 o'clock p.m. on the 6th Day of May, 2024. Offers should be in a sealed envelope clearly marked "City Hall Purchase Offer".

SECTION 6. NOT A BID

This invitation for proposals is not a bid request and the City is not required to accept any offer. In the event that the City determines to accept an offer that decision will be made on the basis of what is in the best interest of the City and may or may not be the highest offered amount.

[Intentionally Blank]

PASSED THIS 15TH DAY OF APRIL, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF APRIL, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date:	Date: 4/15/2024
Submitter:	Submitter: City Attorney, Michael Stiff
Department:	Department: Administration/Legal
Agenda Item:	Agenda Item: A Resolution Adopting a Policy for Remote Attendance at Public Meetings

Summary: Background information from City Attorney, Michael Stiff. Attached is a resolution adopting a remote attendance policy that we discussed briefly. This came up most recently when a council member had a medical problem. The council person participated remotely once before due to the mobility issue, but this was allowed under Governor Pritzker's Disaster Declaration was still in effect. The most recent request by a council member to attend remotely was not approved to participate remotely because the disaster declaration was no longer in effect and there was no formal City Policy in place.

Therefore, this resolution adopts the remote attendance policy. This is modeled after a couple of other policies the city has done but can be modified if the Council chooses. This topic was previously discussed with other council members who requested to present a draft resolution to the City Council with the policy for consideration.

Recommended Council Action:

To approve the Resolution which includes the Policy as an exhibit.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments: Draft Resolution with Exhibit A "Remote Attendance Policy for Public Meetings"

RESOLUTION NO. _____**A RESOLUTION ADOPTING A POLICY FOR
REMOTE ATTENDANCE AT PUBLIC MEETINGS**

WHEREAS, the Illinois Open Meetings Act allows elected officials to attend meetings by remote audio or video link under specified conditions (5 ILCS 120/7); and

WHEREAS, the Corporate Authorities are required to adopt a policy consistent with the Open Meetings Act for situations when the City Council wishes to allow remote attendance; and

WHEREAS, the recent COVID-19 public health emergency has highlighted the necessity for members of the City Council to be able to participate in City Council meetings, even when personally ill or under other emergency circumstances; and

WHEREAS, THE Corporate Authorities have reviewed the Policy set forth below and have determined that they meet the requisites of the Open Meetings Act to allow for remote attendance in appropriate settings while still favoring in-person attendance at meetings, and that the same should be adopted;

NOW, THEREFORE, be it Resolved by the City Council of the City of Crest Hill, Will County, Illinois, pursuant to its statutory authority, as follows:

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

SECTION 2: POLICY ADOPTED; It is the policy of the City of Crest Hill to allow remote attendance at meetings under the following circumstances and in accord with the Policy attached hereto as Exhibit A, which is hereby approved and adopted as the Policy of the City of Crest Hill for Remote Attendance of Meeting.

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

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

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

[Intentionally Blank]

PASSED THIS 15TH DAY OF APRIL, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF APRIL, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

DRAFT

Exhibit A**CITY OF CREST HILL REMOTE ATTENDANCE POLICY FOR PUBLIC MEETINGS:**

A. Members of the Council, as well as any boards and commissions of the City, may attend a meeting without being physically present if the following conditions are met:

1. In addition to holding meetings pursuant to the Open Meetings Act, 5 Illinois Compiled Statutes 120/1 et seq., City Council (or board or commission) meetings shall be subject to the following rules:

a. A quorum of the City Council (or board or commission) shall be physically present at the location of an open or closed meeting.

b. Provided a quorum is physically present, a member may be allowed to attend the meeting by audio or video conferencing.

c. Any member who wishes to be considered present at a meeting via audio or video conference may make such a request to the City Council (or board or commission) by notifying the Clerk three (3) days prior to the meeting, unless advance notice is impractical, that the member cannot physically attend the meeting for one (1) of the following reasons:

- (1) Personal illness or disability;
- (2) Employment purposes or City business; or
- (3) A family or other emergency.

d. An affirmative vote by a majority of the City Council (or board or commission) physically present may allow a member to attend a meeting as provided herein. The member will be deemed authorized to attend the meeting electronically even if no motion to approve is made and seconded. A motion objecting to a member's remote attendance must be approved by two-thirds of the members of the public body physically present at the meeting. If a motion objecting to a member's remote attendance fails to achieve the required two-thirds vote of the members of the public body physically present, the member's remote attendance and electronic participation shall be deemed approved.

e. The Clerk shall record in the minutes of every meeting the members physically present, absent, and present remotely by audio or video conference.

2. The non-present Council (or board or commission) member shall provide a telephone number where he or she can be reached and must be available when contacted prior to the start of the meeting. The telephone of the non-present member must provide a clear connection and be in a location with relatively no background noise. If other electronic means of communication are utilized, it must provide a clear audio connection with relatively no background noise. Members may not participate by facsimile, text, electronic mail or other means without audio connection.

3. A member shall be considered present for purposes of voting if the member is present by electronic means. If the City Council is voting on an ordinance or resolution authorizing, approving or providing for the issuance of bonds (as that term is defined in the Local

Government Debt Reform Act), or the Council/board/commission is conducting any hearing required by law, then any member attending the meeting by audio or video conference shall be considered absent for purposes of voting.

4. The Mayor or temporary presiding officer (or Chair) must announce, prior to roll call, that a member is participating remotely by telephone or other electronic means.

5. The non-present member must answer the roll call and, at that time, state that he or she is unable to attend in person and is willing and able to participate by telephone or other electronic means.

6. The non-present member must be able to hear all comments made by other Council (or board or commission) members and from the audience if public comments are expected.

7. All members and the public must be able to hear the comments of the non-present member.

8. All votes shall be taken by roll call.

9. The meeting shall comply with the Open Meetings Act.

10. Any meeting must be chaired by a person who is physically present at the meeting.

11. In the event more than one (1) member wishes to attend the same meeting via telephone, the first member to inform the City Clerk shall be allowed to participate telephonically. In its discretion, the Council (or board or commission) may grant exceptions, by motion, to the limitations set forth in this subsection A(11).

B. Remote Attendance Without A Quorum Physically Present In The Event Of A Disaster Declaration. Any open or closed meeting of any City body subject to the requirements of the Illinois Open Meetings Act (5 ILCS 120), including the City Council or any of its boards, commissions, or committees, may be conducted by audio or video conference, without the physical presence of a quorum of the members, so long as the requirements of the Illinois Open Meetings Act (as may be amended) for such meetings have been met.

Agenda Memo**Crest Hill, IL**

Meeting Date:	4/15/24
Submitter:	Mike Eulitz, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #15 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,202,822.05

Summary:

Strand and Staff have reviewed the attached pay request from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve it along with the invoice in the list of bills. Vissering's pay request is \$1,202,822.05. Staff will then submit the pay request to the IEPA. Once the City receives the disbursement check from the IEPA the City will release the check to Vissering.

Recommended Council Action:

Approval of Pay Request #15 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,202,822.05

Financial Impact: n/a**Funding Source:****Budgeted Amount:****Cost:****Attachments:**

Pay Request #15



Agenda Memo

Crest Hill, IL

Meeting Date:	April 15, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Agreement for Parkrose Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and H. Linden & Sons Sewer and Water for an amount of \$1,533,203.21.

Summary: Attached is the construction agreement for the Parkrose Street Water Main Replacement and Road Reconstruction Improvement which was awarded to H. Linden & Sons Sewer and Water at the April 1, 2024 council meeting.

Recommended Council Action:

Resolution approving an Agreement for Parkrose Street Water Main Replacement and Road Reconstruction Improvement by and Between the City of Crest Hill, Will County, Illinois and H. Linden & Sons Sewer and Water for an amount of \$1,533,203.21.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: \$2,200,000.00

Cost: 1,533,203.21

Attachments:

Contractor Signed Contract

COI

RESOLUTION NO. _____

**A RESOLUTION APPROVING A CONSTRUCTION AGREEMENT FOR PARKROSE
STREET WATER MAIN REPLACEMENT AND ROAD RECONSTRUCTION
IMPROVEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND H. LINDEN & SONS SEWER AND WATER**

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

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

WHEREAS, H Linden & Sons Sewer and Water. (the "COMPANY"), is an entity that is in the business of providing Construction Services, for the Parkrose Street Water Main Replacement and Road Reconstruction Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Parkrose Street Water Main Replacement and Road Reconstruction Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Construction Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$1,533,203.21 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and

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

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

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

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

[Intentionally Blank]

PASSED THIS 1st DAY APRIL, 2024.

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

APPROVED THIS 1st DAY OF APRIL 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EXHIBIT A

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

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

April 3, 2024

H. Linden & Sons Sewer and Water, Inc.
722 E. South Street, Unit D
Plano IL, 60545

Attention: Steve Linden

Subject: City of Crest Hill
Parkrose Street Water Main Replacement and Road Reconstruction
CBBEL Project # 220657
Notice of Award

Dear Mr. Linden:

The above referenced project was awarded to H. Linden & Sons Sewer and Water on Monday, April 1, 2024, in accordance with your proposal received on March 7, 2024, in the amount of **One Million Five Hundred Thirty-Three Thousand Two Hundred Three Dollars and Twenty-One Cents (\$1,533,203.21).**

Digital copies of the contract and contract bond for the referenced project have been attached. Please print four copies of each and execute the contracts and contract bonds and provide insurance certificates in accordance with the Contract Specifications and Special Provisions. Please mail the four copies of the contract, contract bond, and certificate of insurance to my attention at our Lockport Office.

Please identify the City of Crest Hill and Christopher B. Burke Engineering, Ltd. (CBBEL) as additional insured.

On behalf of the City of Crest Hill, we look forward to the successful completion of this construction project. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Schaefer', is written over a light blue horizontal line.

Alex Schaefer, PE
Project Manager

cc: Ron Wiedeman, PE – City of Crest Hill
File

N:\CRESTHILL\220657\ADMIN\CORRESPONDENCE\L_NOA_LINDEN_2024_0403.DOCX

AGREEMENT BETWEEN THE CITY OF CREST HILL AND "CONTRACTOR"

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Crest Hill ("City") and H. Linden & Sons Sewer and Water, Inc. ("Contractor") on this, the _____, _____. The City and the Contractor may be referred to individually as a "Party" or collectively as the "Parties," where appropriate.

1. The Contract Documents, in order of priority, shall consist of the following:

- i. This Agreement
- ii. Addenda numbers 1 to 1, inclusive.
 - iii. Contract Special Provisions bearing the title "PARKROSE STREET WATER MAIN REPLACEMENT AND ROAD RECONSTRUCTION."
- iv. BDE Special Provisions for the March 8, 2024, Letting.
- v. All Contract Drawings and Construction Details included with the notice to bidders, invitation to bid, and bidding instructions for the Parkrose Street Water Main Replacement & Reconstruction Project.
- vi. City of Crest Hill Division 100 bearing the title General Requirements and Covenants
- vii. Performance and Payment Bonds.
- viii. Contractor's Bid and Proposal.
- ix. All documentation submitted by Contractor prior to notice of Award.
- x. Notice to bidders, invitation to bid, and bidding instructions for the Parkrose Street Water Main Replacement & Reconstruction Project.
- xi. Notice of Award.
- xii. Notice to Proceed.

The documents listed in this Paragraph 1, above, are not attached to this Agreement (except as expressly noted otherwise above) but are incorporated herein by reference. The Contract Documents (as set forth above) may only be amended, modified, or supplemented as provided in the City of Crest Hill Division 100 bearing the title General Requirements and Covenants. To the extent any provisions of any of the Contract Documents conflict with this Agreement, the provisions that are most beneficial to the City shall control. In the event that the Contract believes such a conflict exists, the Contractor shall, as soon as practicable, request clarification from the City.

2. THE WORK

The Contractor shall fully execute the Work, as described and set out in the Contract Documents in a good and workmanlike manner.

3. DATES OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

The Contractor shall commence the work within fifteen (15) days after the date set forth in the Notice to Proceed issued by the City in connection with this Agreement (the "Commencement Date"). The Contractor shall achieve substantial completion of the entire Work:

____ Within _____ days after the Commencement Date.

X On or before August 2, 2024.

After the date of substantial completion, the Contractor shall have an additional 0 days to complete all clean-up and punch-list items.

The Contractor shall not be entitled to payment or compensation for any alleged damages, costs, or expenses whatsoever that arise in connection with the Contractor ensuring timely completion of the Work, regardless of the source or cause of such alleged damages, costs, or expenses and regardless of whether said source or cause was reasonable, foreseeable, or avoidable. In the event that the Contractor believes that it will suffer damages or incur additional costs, including but not limited to any costs of acceleration, or expenses and the source or cause of such damages, costs, or expenses was an act of the City or an act of God, the Contractor's only recourse and remedy shall be to request an extension of the time for substantial completion, which the City may agree, but is not obligated, to grant in its sole discretion.

4. LIQUIDATED DAMAGES

The City and the Contractor agree that any breach of this agreement by the Contractor that results in the delay of the project will cause the City to be damaged in a manner and amount that is uncertain and difficult to ascertain. In light of this agreement, the City and Contractor further agree that, in the event that the Contractor breaches any provision of this Agreement and such breach results in any delay of the project, the Contractor shall pay the City liquidated damages in the amounts set forth in the Contract Documents. The Parties agree and affirm that, while actual damages may be difficult to prove because of an unexpected breach of this Agreement, and delay of the project, by the Contractor, the liquidated damages set forth in the Contract Documents are reasonable as of the time this Agreement is executed. Further, the Parties agree and affirm that said damages bear a rational relation and connection to the damages that are reasonably foreseeable to be sustained by the City as a result of Contractor's unexpected breach of this Agreement. Accordingly, it is the express intent of the Parties, as evidenced by their respective execution of this Agreement, to hereby settle any claims of damages that might arise as a result of Contractor's breach of this Agreement, to the extent that such breach causes any actual delay of the project.

5. CONTRACT SUM

The City shall pay the Contractor for the performance of the Work in the manner and at the rate bid and accepted by the City as shown on the Contractor's Bid Proposal Form and the City's Notice of Award.

6. PROGRESS PAYMENTS

- (a) The Contractor shall file progress payment requests on a monthly basis, and the City shall make payments to the Contractor as provided below and elsewhere in the Contract Documents.
- (b) The period covered by each period payment request shall be one calendar month ending on the last day of the month.
- (c) Upon receipt of any progress payment request, the City shall review and respond to the request within Sixty (60) days after receipt by either paying the Contractor the sums requested or else by withholding payment of all or part of said sums and notifying the Contractor in writing of the reasons for such withholding.
- (d) Progress payments shall be computed as follows:
 - (i) The amount of each progress payment shall include:
 - (1) That portion of the Contract Sum properly allocable to labor, materials, and equipment used for completed and approved Work during the time period being billed.
 - (ii) The amount of each progress payment shall then be reduced by:
 - (1) The aggregate of any amounts previously paid by the City; and
 - (2) The amount, if any, for Work that remains uncorrected and for which the City previously withheld payment or part thereof; and
 - (3) For Work performed or defects discovered since the last payment application, any amount for which the City may withhold payment as set forth in the Contract Documents; and
 - (4) Retainage, as set forth herein.
- (e) In order to be valid, each request for payment shall include or be accompanied by the following:
 - (i) A sworn statement showing the amount presently due to the Contractor (supported by detailed timecards and invoices for materials the amount previously paid), the sum of all amounts previously paid to the Contractor, and the total amount remaining to be paid to Contractor under the Contract.
 - (ii) A list of all subcontractors, suppliers, and materialmen, if any, who have been engaged to perform work in connection with the Project, which list shall be sworn

and shall show the sum of all amounts previously paid, presently due, and remaining to be paid to each subcontractor, supplier, and/or materialman.

- (iii) A sworn lien waiver, signed by the Contractor or its authorized representative, that fully and satisfactorily waives any and all lien rights that the Contractor may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment and all amounts previously paid or retained during the course of the Contract.
- (iv) Sworn lien waivers signed by each subcontractor, supplier, and/or materialman on whose behalf the Contractor is applying for payment in any amount whatsoever, that fully and satisfactorily waives any and all lien rights that such subcontractor, supplier, and/or materialman may have in the Work or any property or funds of the City in an amount equal to the sum of the amount requested for payment to said subcontractor, supplier, and/or materialman and all amounts previously paid or retained during the course of the Contract for the purpose of paying said subcontractor, supplier, and/or materialman.

7. REDUCTIONS IN PAYMENT BY CITY (CITY'S RIGHT TO SETOFF)

- (a) The Parties hereby agree that the City is entitled to impose a set-off against payment based on any of the following:
 - (i) Claims have been made against the City on account of the Contractor's conduct in the performance or furnishing of the Work, or the City has incurred costs, losses, or damages on account of the Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; or
 - (ii) The Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site; or
 - (iii) The Contractor has failed to provide and maintain required bonds or insurance; or
 - (iv) The City has been required to remove or remediate a hazardous environmental condition for which the Contractor is responsible; or
 - (v) The City has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities; or
 - (vi) The Work is defective, requiring correction or replacement; or
 - (vii) The City has been required to correct defective Work at its own cost; or
 - (viii) The Contract Sum has been reduced by change orders; or
 - (ix) An event that would constitute justify the City to terminate this Agreement for cause has occurred; or

- (x) Liquidated damages have accrued as a result of the Contractor's failure to timely achieve Substantial Completion or final completion of the Work; or
 - (xi) Liens have been filed in connection with the Work, except where the Contractor has delivered a specific bond satisfactory to the City to secure the satisfaction and discharge of such Liens; or
 - (xii) There are other items entitling the City to a set off.
- (b) If the City imposes any set-off against payment the City will give the Contractor immediate written notice stating the reasons for such action and the specific amount of the reduction and shall promptly pay the Contractor any amount remaining after deduction of the amount so withheld. The City shall promptly pay the Contractor the amount so withheld, or any adjustment thereto agreed to by the City and the Contractor, if the Contractor remedies the reasons for such action. The reduction imposed shall be binding on the Contractor unless it duly submits a change proposal contesting the reduction.
- (c) Upon a subsequent determination that the City's refusal of payment was not justified, the amount wrongfully withheld shall be promptly paid, along with 5% interest per annum.

8. RETAINAGE

For each progress payment made prior to Substantial Completion of the Work, the City may withhold 10% as retainage from the payment otherwise due. The City reserves the right, but is under no obligation, to reduce retainage prior to substantial completion.

9. FINAL PAYMENT

- (a) Subject to all requirements and provisions of this Agreement, including but not limited to the City's right to setoff its obligations to the Contractor (*see* Section 7, above), and the Contract Documents, final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the City to the Contractor when the Contractor has fully performed the Work and all other obligations under the Contract Documents other than those obligations related to the Contractor's responsibility (1) to correct deficient or unacceptable Work as provided in the Contract Documents, and (2) to satisfy other requirements, if any, which extend beyond final payment.
- (b) Upon receiving a request for final payment under the Contract, the City shall pay the balance of the contract sum within thirty (30) days of completion of punch list items by the Contractor and sign-off and approval by the City. Notwithstanding the forgoing, the City may avail itself of any longer timelines applicable to a payment as available under the Illinois Local Government Prompt Payment (Act 50 ILCS 505/1 *et seq.*), the provisions of which Act shall apply to this Contract. **THE LAW REQUIRES THAT THE CONTRACTOR SHALL SUBMIT A SWORN STATEMENT OF PERSONS FURNISHING MATERIALS AND LABOR BEFORE ANY PAYMENTS ARE REQUIRED TO BE MADE TO THE CONTRACTOR (770 ILCS 60/5).**

10. INSURANCE

A. General Insurance Requirements.

The Contractor shall fully comply with all requirements set forth in Section 7-2 of the Division 100, General Requirements and Covenants (Insurance Requirements), along with any and all other insurance requirements set out in the Contract Documents.

B. Other Insurance Requirements

The Contractor shall deliver to the City prior to commencing Work, certificates of insurance (ACORD Form 27 or other form acceptable to the City) evidencing the required insurance coverage of Contractor and each Subcontractor. The certificates required to be provided under this Paragraph shall contain clauses and/or provisions stating (i) that the policies will not be canceled or reduced without thirty (30) days prior notice to and the written consent of the City, and (ii) that the policies are primary and noncontributory. The policies shall further name the City and all of its elected officials, officers, employees, and agents as additional insureds. The City shall not waive any rights of subrogation. The Contractor shall provide and maintain insurance in the amounts outlined with companies acceptable to the City, for a minimum of two (2) years after completion final completion of the project. Under no circumstances shall the City be deemed to have waived any of the insurance requirements of this Contract by any action or omission. Liability of the Contractor and Subcontractors is not limited by purchase of insurance.

11. INDEMNIFICATION

- (a) To the fullest extent permitted by law, Contractor waives any right of contribution against and shall defend, indemnify and hold harmless the City and any elected official, officer, attorney, employee, consultant, representative, or agent of the City (collectively the "indemnitees") from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expense (collectively "Claims") is caused by or alleged to be caused by an act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the performance of the Agreement, regardless of whether or not it is actually or allegedly caused in part by an indemnitee. The obligations of the Contractor under this Section 11(a) shall be construed to include, but shall not be limited to, injury or damage consequent upon failure to use or misuse by the Contractor, his agents, subcontractors, and employees of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance erected or constructed by any person, or any or all other kinds of equipment, whether or not owned or furnished by the City. The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.
- (b) In the event that the Contractor or its Subcontractors are requested but refuse to honor the indemnity obligations of this Section or to provide a defense, then the Contractor shall, in addition to all other obligations, pay the cost of bringing any action to enforce this Section, including reasonable attorneys' fees.
- (c) The Contractor hereby intentionally, knowingly, and voluntarily waives the right to assert, under the case of *Kotecki v. Cyclops Welding Corp.*, 146 Ill. 2d 155 (1991) that Contractor's liability may be limited to the amount of its statutory liability under the Workers' Compensation Act, and agrees that Contractor's liability to indemnify and defend the Owner is not limited by the so called

“Kotecki Cap.” The Contractor shall include this provision in each of its subcontract agreements and shall require its subcontractors to be so bound.

- (d) The indemnification provisions of this Section 11 are not intended to circumvent the Construction Contract Indemnification for Negligence Act (740 ILCS 35/0.01, *et seq.*) and shall not be construed as such, but in such a way to affect their enforcement to the fullest extent of the law.

12. COMPLIANCE WITH LAWS

The Contractor shall perform its Work in compliance with all applicable laws, ordinances rules, regulations and codes, including but not limited to the *Illinois Prevailing Wage Act* (820 ILCS 130/1 *et seq.*). The Contractor shall pay not less than the prevailing rate of wages to all laborers, workers and mechanics performing work under this Contract. Moreover, the Contractor shall ensure that each subcontract is awards shall contain specific language therein requiring each subcontractor to pay not less than the prevailing wage to all laborers, workers and mechanics performing work for the project contemplated under this Contract. Further, the Contractor and all Subcontractors shall submit monthly certified payroll records to the City verifying that employees are being paid the prevailing rate of wages. The Contractor shall obtain necessary permits and licenses and consult with applicable governmental authorities as appropriate to ensure that the Work complies with all applicable laws. The Contractor agrees to fully comply with all requirements of federal and state law, including, but not limited to, the requirements of *Illinois Human Rights Act* (775 ILCS 5/1-101 *et seq.*) and the provision of sexual harassment policies and procedures pursuant to Section 2-105 of that Act. The Contractor further agrees to comply with all federal and state Equal Opportunity Laws, including, but not limited to, the *Americans With Disabilities Act* (42 U.S.C. Section 12101 *et. seq.*) and all rules and regulations promulgated thereunder. The *Illinois Employment of Illinois Workers on Public Works Act* (30 ILCS 570/0.01 *et. seq.*), and *Steel Products Procurement Act* (30 ILCS 565/1 *et. seq.*), shall prevail on this project to the extent such Acts are applicable and enforceable.

13. ASSIGNMENT

The Contractor shall not assign this Contract without the prior written consent of the City, which consent may be withheld at City’s sole discretion. All Contractor’s subcontracts shall be in writing, and shall be assignable by the Contractor to the City.

14. BOND

Pursuant to the *Public Construction Bond Act* (30 ILCS 550/1, *et seq.*), prior to commencing work, the Contractor shall provide a bond in the amount of one hundred percent (100%) of the Contract Sum and conditioned to guarantee the full and complete performance of the work, according to the terms of the specifications, plans and contract, which contract shall be properly executed and signed at the time of filing of said bonds. Pursuant to Section 4 of the *Prevailing Wage Act* (820 ILCS 130/4), the required bond shall include a provisions as will guarantee the faithful performance of the prevailing wage requirements of this Contract and Illinois Law. With permission of the City, and when state and federal funds are not used on the Work, the Contractor may provide a non-diminishing irrevocable letter of credit, for contracts under \$100,000, in lieu of aforesaid bond. This bond or the non-diminishing irrevocable letter of credit are to remain in full force and effect up to and including the final acceptance of the work.

After which it shall become null and void only after the Contractor provides a maintenance bond which shall meet the approval of said City of Crest Hill.

15. CITY SHALL NOT WAIVE ANY RIGHTS BY MAKING ANY PAYMENT

Notwithstanding any other provision in this Agreement or the other Contract Documents, the City shall not, in any manner, be deemed or intended to have waived any claim by making any progress or final payment in any amount.

16. WARRANTY

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have charge and control of contractor means, methods, techniques, sequences, and procedures for coordinating all portions of the Work. The Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new, unless otherwise required or permitted by this Agreement or any of the other Contract Documents and that the Work will be performed in a workmanlike manner and be free from faults and defects and in conformance with this Agreement and all other Contract Documents.

Neither the final payment under the Agreement by the City nor any provisions in the Contract Documents shall relieve the Contractor of any responsibility for negligence in the furnishing and installation of faulty materials or for faulty workmanship which shows up within the extent and period proved by law or within the guarantee period of one (1) year from final acceptance of the work performed under this Agreement, whichever is greater, nor of the responsibility of remedying such faulty workmanship and materials. In the event that any testing or inspection of the Work or any part thereof reveals defects in materials or workmanship, the Contractor shall remedy such defects and shall bear all costs and expenses associated with any and all testing necessitated thereby, including but not limited to additional testing which is related to determining whether such defects have been properly remedied.

17. BID RIGGING AND ROTATING CERTIFICATION

As required by the section 33E-11 of the *Criminal Code* (720 ILCS 5/33E-11), by executing this Agreement, Contractor certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of any criminal statute including, but not limited to, the bid rigging (Section 33E-3) or bid rotating (Section 33E-4) provisions of the *Criminal Code*.

18. AUTHORITY TO EXECUTE

Each of the parties executing this Contract represent and warrant that they have the proper and necessary authority to execute this Contract and to bind their representative entities.

19. GOVERNING LAW; CHOICE OF FORUM

This Contract shall be governed by the laws of the state of Illinois. Furthermore, the Parties hereby agree that the Twelfth Judicial Circuit Court of Will County, Illinois, will be the sole and exclusive venue and jurisdiction for any litigation associated with the Contract Documents. As such, the Parties hereby intentionally, knowingly, and voluntarily waive and forever forfeit any right that they presently have or may accrue in the future to file any motion seeking to dismiss any such litigation for want of

jurisdiction in said court, to remove any such litigation to any federal court, or to challenge venue in said court for any reason, including but not limited to a motion based on the doctrine of *forum non conveniens*.

20. SEVERABILITY CLAUSE

If any provision of this Contract is held invalid, such invalidity shall not affect the other provisions of this Contract which may be given effect without the invalid provision.

21. TERMINATION

- (a) Termination Without Cause: The City may, upon seven (7) days written notice to the Contractor, terminate the Agreement between the City and Contractor without cause. Upon written request and submittal of the appropriate documentation as required by the City, the City shall pay the Contractor for all work performed by the Contractor to the date of termination that has been approved by the City. The City may, upon the Contractor executing such a confirmatory assignments as the City shall request, accept and assume all of the Contractor's obligations under all subcontracts executed in accordance with the terms of the Contract Documents that may accrue after the date of such termination and that the Contractor has incurred in good faith in connection with the Work. Upon receipt of notice of termination, the Contractor shall cease all operations on the date specified by the City, terminate subcontracts not assumed by the City, make no further orders of materials or equipment, complete work not terminated (if any), and provide such reports as may be requested by the City as to the status of the Work and the Work remaining to be completed. The City's right to terminate the Contract under this Section shall be in addition to, and not in limitation of, its rights to stop the Work without terminating the Contract.
- (b) Termination for Cause: If the Contractor shall institute proceedings or consent to proceedings requesting relief or arrangement under the Federal Bankruptcy Act or any similar or applicable federal or state law, or if a petition under any federal or state bankruptcy or insolvency law is filed against the Contractor and such petition is not dismissed within sixty (60) days after the date of said filing, or if the Contractor admits in writing his inability to pay his debts generally as they become due, or if he makes a general assignment for the benefit of his creditors, or if a receiver, liquidator, trustee or assignee is appointed on account of his bankruptcy or insolvency; or if a receiver of all or any substantial portion of the Contractor's properties is appointed; or if the Contractor abandons the Work; or if he fails, except in cases for which extension of time is provided, to prosecute promptly and diligently the Work or to supply enough properly skilled workmen or proper materials for the Work; or if he submits an Application for Payment, sworn statement, waiver of lien, affidavit or document of any nature whatsoever which is intentionally falsified; or if he fails to make prompt payment to Subcontractors or for materials or labor or otherwise breaches his obligations under any subcontract with a Subcontractor; or if a mechanic's or material man's lien or notice of lien is filed against any part of the Work or the site of the Project and not promptly bonded or insured over by the Contractor in a manner satisfactory to the City; or if the Contractor disregards any laws, statutes, ordinances, rules, regulations or orders of any governmental body or public or quasi-public authority having jurisdiction of the Work or the site of the Project; or if he otherwise violates any provision of the Contract Documents; then the City, without prejudice to any right or remedy available to the City under the Contract Documents

or at law or in equity, the City may, after giving the Contractor and its surety under the performance and payment bond required above seven (7) days' written notice, terminate the employment of the Contractor. If requested by the City, the Contractor shall remove any part or all of his equipment, machinery and supplies from the site of the Project within seven (7) days after the date of such request, and in the event of the Contractor's failure to do so, the City shall have the right to remove or store such equipment, machinery and supplies at the Contractor's expense. In case of such termination, the Contractor shall not be entitled to receive any further payment for Work performed by the Contractor through the date of termination. The City's right to terminate the City-Contractor Agreement pursuant to this Section 21(b) shall be in addition to and not in limitation of any rights or remedies existing hereunder or pursuant hereto or at law or in equity.

- (c) In the event that the City terminates this Agreement for Cause, as set forth above, the Contractor shall not be entitled to receive further payment until the Work is finished and the City may finish the Work by whatever reasonable method the City may deem expedient. Upon written request of the Contractor, the City shall furnish to the Contractor a detailed accounting of the costs incurred by the City in finishing the Work. If, after the City completes the Work, the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including but not limited to any additional expenses made necessary thereby and other damages incurred by the City and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the City. This obligation for payment shall survive termination of the Contract.

22. NOTICES

Any time that this Agreement or any of the other Contract Documents require one Party to notify or give notice to the other Party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission as set forth in the Agreement. In the case of in-person delivery, the notice shall be deemed delivered on the date of such delivery. In the case of delivery by mail or by courier, the notice shall be deemed to be delivered three (3) business days after it is sent. In the case of email delivery, the notice shall be deemed given on the date of said email so long as the email is sent prior to 6:00 p.m. CST—otherwise it shall be deemed delivered as of the next business day.

THIS CONTRACT is entered into as of the day and year first above written.

CITY:

CONTRACTOR:

CITY OF CREST HILL,

H. Linden & Sons Sewer and Water, Inc.

WILL COUNTY, ILLINOIS

BY: _____

BY: BCE

ITS: _____

ITS: president

Mayor

ATTEST:

ATTEST:

BY: _____

BY: See

ITS: _____

ITS: sec | treas

Contract Bond

Route **PARKROSE STREET
WATER MAIN
REPLACEMENT &
RECONSTRUCTION**

County WILL

Local Agency CREST HILL

Section N/A

We, H. LINDEN & SONS SEWER & WATER INC.

722 E. SOUTH STREET UNIT D, PLANO, IL 60545

a/an) ☐ Individual ☐ Co-partnership ☒ Corporation organized under the laws of the State of Illinois.

as PRINCIPAL, and SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION

1200 MAIN STREET SUITE 800 KANSAS CITY, MISSOURI 64105 as SURETY,

are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of

One Million Five Hundred Thirty-Three Thousand Two Hundred Three and 21/100

Dollars (\$1,533,203.21), lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 3RD day of APRIL A.D. 2024

PRINCIPAL

H. LINDEN & SONS SEWER & WATER INC.

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: BCL president
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: Sze secretreas
(Signature & Title)

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF ILLINOIS,

COUNTY OF Kendall

I, Brooke Linden, a Notary Public in and for said county, do hereby certify that
Steve Linden : Brian Linden

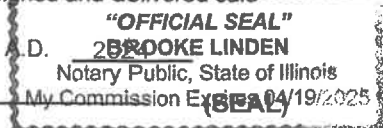
(Insert names of individuals signing on behalf or PRINCIPAL)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3RD day of APRIL A.D. 2024

My commission expires 4/19/25

BCL
Notary Public

**SURETY**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION
(Name of Surety)

By: Ann Marie Waters
Ann Marie Waters (Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

I, _____, a Notary Public in and for said county, do hereby certify that

(SEE ATTACHMENT FOR NOTARY ON SURETY COMPANY)

(Insert names of individuals signing on behalf or SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ A.D. _____

My commission expires _____

Notary Public

(SEAL)

Approved this _____ day of _____, A.D. _____

Attest:

City of Crest Hill
(Awarding Authority)

Village Clerk

(President of Board of Trustees)

STATE OF ILLINOIS

COUNTY OF DuPAGE

I, DeAnne Marie Pehlke Notary Public of Will County, in the State of Illinois, do hereby certify that Ann Marie Waters Attorney-in-Fact, of the Swiss Re Corporate Solutions America Insurance Corporation who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that she signed, sealed and delivered said instrument, for and on behalf of the Swiss Re Corporate Solutions America Insurance Corporation for the used and purposes therein set forth.

Given under my hand and notarial seal at my office in the Village of Naperville in said County, this 3rd day of April, 2024

DeAnne Marie Pehlke
(Notary Public)

DeAnne Marie Pehlke

My Commission expires: 11/7/2027

Notary Seal:



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

WILLIAM CAHILL, KIMBERLY SAWICKI, ANN MARIE WATERS, KIMBERLY R. HOLMES, KAREN A. RYAN, RICHARD A. FREEBOURN,
 RACHEL E. HERNANDEZ and BRENT R. WAGNER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 26TH day of JANUARY, 20 23

State of Illinois
 County of Cook

SS

Swiss Re Corporate Solutions America Insurance Corporation
 Swiss Re Corporate Solutions Premier Insurance Corporation
 Westport Insurance Corporation

On this 26TH day of JANUARY, 20 23, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco
 Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 3rd day of April, 20 24.

Jeffrey Goldberg
 Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC



CERTIFICATE OF LIABILITY INSURANCE

Item 10.

DATE (MM/DD/YYYY)
03/04/2024

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

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

PRODUCER Brown & Brown Insurance Services, Inc. 263 Shuman Blvd., Suite 110 Naperville IL 60563	CONTACT NAME: Trecia Scott PHONE (A/C, No, Ext): (630) 245-4600 FAX (A/C, No): (630) 245-4601 E-MAIL ADDRESS: trecia.scott@bbbrown.com INSURER(S) AFFORDING COVERAGE INSURER A : The Continental Insurance Company NAIC # 35289 INSURER B : Continental Casualty Company 20443 INSURER C : INSURER D : INSURER E : INSURER F :
INSURED H. Linden & Sons Sewer & Water, Inc. 722 E South St, Unit D Plano IL 60545	

COVERAGES

CERTIFICATE NUMBER: 2024-2025

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y Y	6045480941	01/01/2024	01/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y Y	6045480776	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y Y	6045446479	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A Y	645482298	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution Liability		CPYG28118107008	10/11/2023	10/11/2024	Per Occurrence \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Parkrose Street Water Main Replacement and Road Reconstruction CBBEL Project #220657
The City of Crest Hill and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives and Christopher B Burke Engineering, Ltd are included as additional insureds on a primary and noncontributory basis with respects to the General Liability and auto as required by written contract. Waiver of subrogation is granted in favor of the same with respects to the General Liability, Auto and Workers Compensation as required by written contract.
Umbrella is follow form.
30 Day Notice of Cancellation is provided to the certificate holder with respects to the General Liability.

CERTIFICATE HOLDER

CANCELLATION

City of Crest Hill 20600 City Center Blvd Crest Hill IL 60403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

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Business Auto Policy Policy Endorsement

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT - BUSINESS AUTO PLUS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an **insured** under any other liability "policy" providing **auto** coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b. Does not apply to:
 - (1) **Bodily injury or property damage** caused by an **accident** that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an **insured** under any other liability "policy" providing **auto** coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an **insured** but only with respect to their legal liability for acts or omissions of a person, who qualifies as an **insured** under **SECTION II – WHO IS AN INSURED** and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.
4. An **employee** of yours is an **insured** while operating an **auto** hired or rented under a contract or agreement in that **employee's** name, with your permission, while performing duties related to the conduct of your business.

"Policy", as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6045480776

Policy Effective Date: 01/01/2024

Policy Page: 68 of 115



Business Auto Policy Policy Endorsement

- (4) Your **employees** may know of an **accident** or **loss**. This will not mean that you have such knowledge, unless such **accident** or **loss** is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your **employees** may know of documents received concerning a claim or **suit**. This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an **accident** or **loss**.

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract.

That written contract must have been entered into prior to **Accident** or **Loss**.

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. paragraph C. is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.

Form No: CNA63359XX (04-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 4 of 4

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 6045480776

Policy Effective Date: 01/01/2024

Policy Page: 71 of 115



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A. In the performance of your ongoing operations subject to such **written contract**; or
 - B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph I. shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations subject to such **written contract**; or
- B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B. Additional insured coverage with "arising out of" language;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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CNA75079XX (3-22)

Page 1 of 3

The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

Policy No: 6045480941

Endorsement No: 8

Effective Date: 01/01/2024



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

- IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

- V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

- A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. Supervisory, inspection, architectural or engineering activities; or
- B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

- VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

- 1. Primary and non-contributing with other insurance available to the additional insured; or
- 2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

- VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
- 2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
- 3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

- A. Was executed prior to:
 - 1. The **bodily injury or property damage**; or
 - 2. The offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage; and
- B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury offense**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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CNA75079XX (3-22)

Page 3 of 3

The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

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Policy No: 6045480941
 Endorsement No: 8
 Effective Date: 01/01/2024



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 3; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 6 45482298

Policy Effective Date: 01/01/2024

Policy Page: 33 of 49



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

1. ADDITIONAL INSURED

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs A. through H. below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph A. through H. below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or
2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



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coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

- 3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



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b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
- B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.

4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:

- a. **bodily injury** or **property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
- b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.

5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
- (2) smoke;
- (3) collapse; or
- (4) explosion.

l. Damage to Your Work

Property damage to your work arising out of it, or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor; or

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(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury** or **property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for

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claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



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- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs 1.b.(1) and 1.b.(2) with the following:

- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

- i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

- ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

- iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees or volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;
- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a co-employee while in the course of the co-employee's employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



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- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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j. Damage to Property

Property damage to:

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D. Paragraph 6., Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E. Paragraph 4.b.(1)(a)(ii) of the **Other Insurance** Condition is deleted and replaced by the following:

- (ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

17. MEDICAL PAYMENTS

- A. **LIMITS OF INSURANCE** is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C – Medical Payments** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

CNA74705XX (1-15)

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The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

Policy No: 6045480941

Endorsement No: 3

Effective Date: 01/01/2024





CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

CNA74705XX (1-15)

Page 14 of 17

The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

Policy No: 6045480941

Endorsement No: 3

Effective Date: 01/01/2024



CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision 1. **ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs (3), (4) and (6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

CNA74705XX (1-15)

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The Continental Insurance Co.

Insured Name: H. LINDEN & SONS SEWER & WATER, INC.

Policy No: 6045480941

Endorsement No: 3

Effective Date: 01/01/2024





CNA PARAMOUNT

Contractors' General Liability Extension Endorsement

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the claim.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Agenda Memo

Crest Hill, IL

Meeting Date:	April 15, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Hillcrest Water Main Replacement-Design Engineering Services

Summary: Staff would like to get a consultant to complete the final design plans for the Hillcrest water main project so bid documents and final plans can be ready for possible construction in the summer of 2025 if funding is available.

Attached is a scoping exhibits that shows the area where the work will be completed. The water main shown in blue is the new water main being designed as part of this project. The section in orange has already been completed as part of the construction of the new recruiting building.

Attached is an agreement from Christopher B. Burke Engineering, Ltd. to provide professional design services.

These services will include the following:

- Review existing topographic survey prepared in 2020 with conditions now.
- Perform additional survey to match conditions in 2024.
- Preparation of Plans and Specifications and Construction Estimates.
- Utility Coordination.
- Create legal descriptions and easement exhibits for permanent easements required for future maintenance of the water main.
- Preparation and submittal of IEPA Water Main Construction Permit.
- Prepared and coordination with IDOT for permits required for work within IDOT's R/W.
- Preparation of Storm Water Pollution Prevention Plan.
- Quality Assurance/Quality Control.
- Project Administration and Management.
- Attend Project Meeting
- Provide support during the bidding process.

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

The project schedule is to have the entire bid package ready for bidding by late fall of 2024 with the intent that the project can be issued for bid in early 2025 and constructed during the 2025 construction season if funding is available.

Recommended Council Action: Resolution approving an Agreement for Hillcrest Water Main Replacement-Design Engineering Services by and Between the City of Crest Hill, Will County, Illinois and Christopher B. Burke Engineering, Ltd. for an amount of \$87,415.00.

Financial Impact:

Funding Source: Water Fund-Engineering

Budgeted Amount: \$90,000 (Fiscal Yr. 2025)

Cost: \$87,415.00

Attachments:

Resolution Design-Hillcrest

2024.0201 Hillcrest WM Replacement Scoping Exhibit.pdf

Crest Hill Hillcrest WM Replacement Final Design.0215.24.pdf

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT FOR HILLCREST WATER MAIN
REPLACEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY,
ILLINOIS AND CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

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

WHEREAS, Christopher B. Burke Engineering, Ltd. (the "COMPANY"), is an entity that is in the business of providing engineering services, including Preparation of Final Plans and Bid Documents (the "Services"); and

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

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

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 87,417.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the

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

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

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

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

[Intentionally Blank]

PASSED THIS 15TH DAY APRIL, 2024.

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

APPROVED THIS 15TH DAY OF APRIL, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



EXHIBIT A

Item 11.

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 15, 2024

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

Attention: Ron Wiedeman, PE – City Engineer

Subject: Professional Engineering Services Proposal for Final Design
Hillcrest Water Main Replacement
Crest Hill, Illinois

Dear Mr. Wiedeman:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services for the Hillcrest Water Main Replacement 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 scope of this proposal includes final engineering design of approximately 3,000 feet of new water main around the Hillcrest Shopping Center site, including new valve vaults, fire hydrants, service connections (domestic and fire protection), and pavement/landscape restoration.

A portion of this project was preliminarily designed by CBBEL in 2020, and the City now desires to make revisions to the design based on current-day conditions, design additional main segments and connections, secure necessary easements, and finalize bid documents for the project.

The scope of this proposal includes existing conditions verification, supplemental topographic survey, design revisions, design of additional main segments and connections, preparation of easement exhibits, preparation of bid plans, specifications, and Engineer's Opinion of Probable Cost, and bidding assistance.

SCHEDULE

This proposal assumes that the design of this project will be awarded in March 2024. Engineering design will be completed by the end of November 2024 with the intent that the project can be issued for bid in early 2025.

SCOPE OF WORK

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

Task 2 – Supplemental Topographic Survey: To update the topographic survey previously completed by CBBEL based on the findings of the existing conditions verification and the location of a planned water main connection along the east side of Larkin Avenue, we will obtain supplemental topographic survey. Recovery of original horizontal and vertical control from the initial survey will be completed along performing additional topographic survey to pick up areas beyond the limits of the original survey work and/or areas that have been improved/modified subsequent to the prior survey. The supplemental topographic survey information will be combined with the previously completed topographic survey to provide a comprehensive, seamless, and current existing conditions base map for the design documents.

We have budgeted two (2) days of field work by one (1) two-man survey crew and office drafting for this task.

Task 3 – Final Plans, Specifications and Estimate (100%): CBBEL will revise the previously-prepared plans, specifications, and estimate for the project based on a recent discussion with the City and in general conformance with the modified water main layout dated 6/7/2021 that was developed based on the water system modeling work completed by Strand Associates. This task includes minor coordination with Strand Associates to confirm the required main sizes and connection locations.

CBBEL will finalize bid documents, and the requested number of copies of plans and specifications will be submitted to the City. A final estimate of cost and estimate of required working days will also be submitted.

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

Task 4 – Utility Coordination: Based on existing utility information obtained and drafted in 2020 and the plans prepared in Task 2, CBBEL will provide plans to the utility companies to verify their facilities, ensure utility locations are reflected accurately on our design plans, and identify any potential conflicts. CBBEL will revise the existing utility CAD base map

as necessary to reflect current day conditions as provided by utility companies. CBBEL will identify potential conflicts and coordinate any relocations if necessary.

Task 5 – Easement Exhibits: CBBEL will engage Geotech, Inc. to prepare easement exhibits to support the City's acquisition of easements from the Hillcrest Shopping Center property and from the property on the east side of Larkin Avenue to facilitate construction of proposed water main pipes, appurtenances, and connections. With respect to the Hillcrest Shopping Center site, we understand that a blanket temporary access easement already exists to allow for project construction, and therefore only permanent public utility easements are included in this task.

Task 6 – IEPA Water Main Construction Permitting: CBBEL will prepare and submit an IEPA Water Main Construction permit application for all water main improvements associated with the project. CBBEL will revise plans and specifications based on comments received by IEPA.

Task 7 – IDOT Permitting: Because US Route 30 and Larkin Avenue are State routes and a limited amount of work is planned within the State ROW, a Utility Permit from IDOT is anticipated to be required for construction. We will prepare and provide IDOT with the engineering plans for permitting. Depending on IDOT requests, additional plan revisions, exhibits and coordination may be necessary.

Task 8 – Storm Water Pollution Prevention Plan (SWPPP): CBBEL will prepare and submit a Notice of Intent (NOI) to the IEPA for the project site. In addition, CBBEL will prepare a SWPPP for the project in accordance with Part IV of the General NPDES Permit No. ILR10. Please note that completion of this task will require input from the project engineer and signed certification statements from all contractors, subcontractors, and the operator as identified in the SWPPP. This task also covers the submittal of an electronic copy of the SWPPP to the IEPA. As required by the NPDES Phase II Storm Water Construction General Permit (ILR10), an up-to-date copy of the SWPPP must be maintained on the project site during construction activities.

Task 9 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by City), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the City for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the City for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.

- Contract Administration – CBBEL will assist the City in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 10 – Project Coordination, Meetings, and Management: CBBEL will coordinate with the City throughout the design and permitting of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to three (3) project coordination meetings will be held with City Staff.

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

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

ESTIMATE OF FEE

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

Task	Fee
Task 1 – Existing Conditions Verification	\$ 4,630
Task 2 – Supplemental Topographic Survey	\$ 8,920
Task 3 – Final Plans, Specifications and Estimate (100%)	\$ 34,900
Task 4 – Utility Coordination	\$ 6,120
Task 5 – Easement Exhibits	\$ 9,700
Task 6 – IEPA Permitting	\$ 2,040
Task 7 – IDOT Permitting	\$ 2,040
Task 8 – Stormwater Pollution Prevention Plan	\$ 4,560
Task 9 – Bidding Assistance	\$ 4,905
Task 10 – Project Coordination and Meetings	\$ 9,200
Direct Costs	\$ 400

TOTAL NOT-TO-EXCEED FEE: \$ 87,415

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

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

BY: _____
TITLE: _____
DATE: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

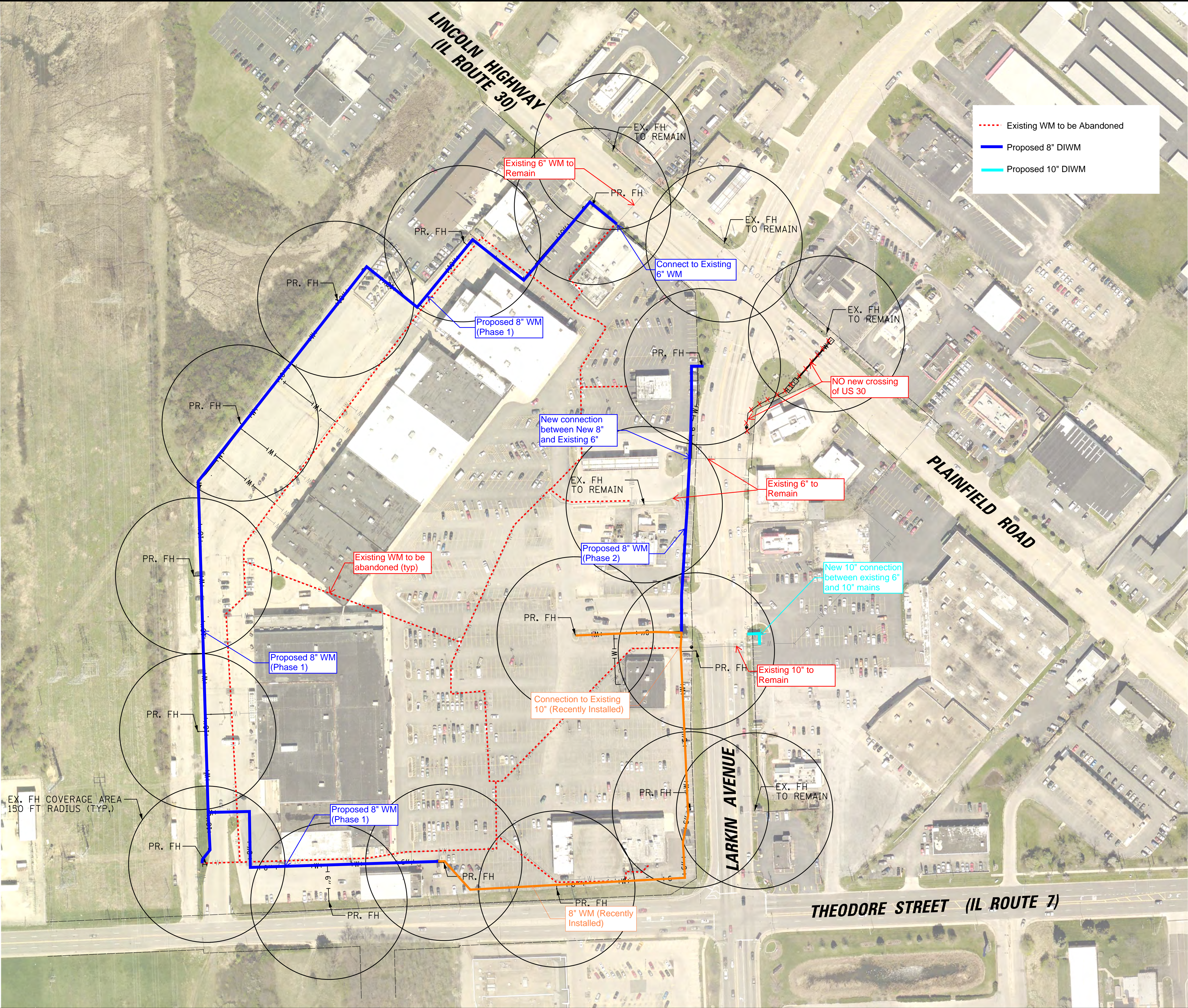
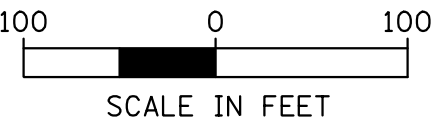
When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability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

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

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

Revised 121222

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CHRISTOPHER B. BURKE ENGINEERING, LTD.
16221 W. 159th Street, Suite 201
Lockport, Illinois 60441
(815) 770-2850

CLIENT:
City of **CREST HILL**
Illinois
CITY OF CREST HILL
1610 PLAINFIELD ROAD
CREST HILL, IL 60403

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TITLE:
HILLCREST WATER MAIN REPLACEMENT
Phase 1 and 2 Scoping Exhibit

PROJ. NO. 200408
DATE: 1/14/2021
SHEET 2 OF 2
DRAWING NO.

EXH-2

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A VARIANCE TO THE CREST HILL SIGN CODE
(1206 Cedarwood Dr, Crest Hill, IL 60403)**

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

WHEREAS, the Will County Child Advocacy Center (“CAC”) has purchased and is renovating certain property, located within the corporate boundaries of the City, that is commonly known as 1206 Cedarwood Dr, Crest Hill, IL 60403 and bearing the current PIN: 05-06-01-201-013-0000 (the “Subject Property”) for use in connection with the CAC’s mission; and

WHEREAS, CAC wishes to install a masonry monument sign with an electronic message board on the Subject Property in substantially the form, size, and specifications shown on the attached Exhibit A (the “Proposed Sign”), which is fully incorporated herein; and

WHEREAS, the electronic message board on the Proposed Sign is twenty-eight square feet (28ft²) in size, but Section 15.12.080(D)(1)(e) limits the size of such electronic message boards to twenty square feet (20ft²); and

WHEREAS, other than the electronic message board, the Proposed Sign is fully compliant with the City’s sign code; and

WHEREAS, CAC has submitted a petition to the City Council, requesting a sign code variance to permit the construction of the Proposed Sign on the Subject Property; and

WHEREAS, City Staff have reviewed the CAC’s petition and have recommended approval of the requested variance, as set forth in the March 18, 2024, staff memo attached as Exhibit B and fully incorporated herein; and

WHEREAS, on March 18, 2024, the City Council conducted a public hearing on the CAC’s variance petition, all required notices having been given by publication and mail, and at that time heard evidence regarding the same; and

WHEREAS, based upon the evidence presented at said public hearing, the City Council does hereby find and determine:

1. That the Subject Property cannot yield a reasonable return if the Sign Code restrictions are enforced without the requested variation; and
2. That the plight of the CAC is due to unique circumstances; and
3. That the variation, if granted, will not alter the essential character of the locality surrounding the Subject Property; and

WHEREAS, in making the above findings, the City Council also considered, and hereby finds and determines that:

1. The particular physical surroundings, shape, or topographical condition of the Subject

Property would result in a particular hardship upon the CAC, as distinguished from a mere inconvenience, if the strict letter of the regulations were carried out; and

2. The conditions upon which the CAC's petition for a variation is based are unique to the CAC and the Subject Property and are not applicable, generally, to the other property within the same zoning classification; and
3. The alleged difficulty or hardship is caused by the ordinance and has not been created by any person presently having an interest in the property; and
4. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase congestion in the public streets or increase the danger of fire, or endanger the public safety, or substantially diminish or impair property values within the adjacent neighborhood; and
5. The variation granted is the minimum adjustment necessary for the reasonable use of the land; and
6. The granting of the requested variation is in harmony with the general purposes and intent of the Sign Code, and will not be injurious to the neighborhood, be detrimental to the public welfare, alter the essential character of the locality, or be in conflict with the City's Comprehensive Plan; and
7. The aforesaid circumstances or conditions are such that the strict application of the provisions of the Sign Code would deprive the applicant of any reasonable use of the land.

WHEREAS, in light of the evidence presented, the City Council hereby accepts and adopts the recommendation of City Staff and finds that granting the CAC the requested variance, subject to the terms and conditions of this Ordinance, is necessary, expedient, and in the best interests of the City and its citizens.

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

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

SECTION 2: The City Council hereby grants the CAC a variance for the Subject Property so as to permit the construction of the Proposed Sign in substantial conformance with the attached specifications (Exhibit A), including a twenty-eight square foot (28ft²) electronic message board, subject to the conditions and restrictions set forth in Section 3 of this Ordinance, *infra*.

SECTION 3: The variance granted by this Ordinance is and shall be subject to the following conditions and restrictions:

1. CAC shall install decorative landscaping around the base of the Proposed Sign.
2. The electronic message board component of the sign shall be equipped with technology that automatically dims the message board as the amount of ambient light in the sky reduces

to prevent an unnecessarily bright sign during cloudy periods and after dark.

3. No additional exterior electronic message board signage shall be allowed or installed on the Subject Property.
4. The sign design and location shall be substantially consistent with the application materials submitted by the CAC.
5. The variance granted by this Ordinance shall be personal to the CAC, is not intended and shall not be deemed to run with the land, and may not be alienated, assigned, or conveyed. In the event that the CAC sells the Subject Property in the future, the variance granted by this Ordinance shall be immediately and automatically revoked without the need for further action by the City Council, at which point the Proposed Sign, if it has been built and continues to exist, shall become legal nonconforming until such a time as it is modified to fully comply with the City's sign code.

SECTION 4. In the event that the CAC violates any of the conditions and restrictions set forth in Section 3 of this Ordinance, *supra*, the City Council shall have the ability, but not the obligation, to revoke the variance granted by this Ordinance, provided that the CAC shall be entitled to notice and a hearing prior to any revocation pursuant to this Section. Under no circumstances shall any failure to enforce any condition or restriction of this Ordinance on any particular occasion or occasions be deemed or interpreted as constituting a waiver or forfeiture of the City Council's right to so enforce in the future, nor shall any such failure to enforce preclude the Village from considering any and all prior violations as part of any revocation proceeding under this Section.

SECTION 5. This Ordinance shall become effective only upon the attachment of a fully executed Exhibit "C" within 60 days of the passage of this Ordinance. In the event that Exhibit "C" is not executed within 60 days, this Ordinance shall have no force and effect, and shall be subject to repeal by the City Council without further notice or hearing due to the Owner or Applicant.

SECTION 6: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 7: All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 8: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 9: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED THIS 15TH DAY OF APRIL, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF APRIL, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Exhibit A

Proposed Sign Specifications

**(1) D/F EMC MONUMENT SIGN**

- Steel Panel Ribbed roof painted to match building roofing
- Accents painted to match building accents
- ID Cabinet: WHITE Lexan face
- Internally Illuminated with WHITE LEDs
- Vinyl: TBD, Artwork required
- 10mm Daktronic Electronic Message Center
- Cabinet: 4'2"h x 7'6"w
- Matrix: 108 x 216
- 13 lines of 43 2" Characters
- Base Stone done by others to match building stone

- **EMC Active Area Sq. Ft: 26 = 42.6%**
- **Rest of Sign Sq. Ft: 35 = 57.4%**

- **Total Sq. Ft: 61**

EXPRESS SIGNS
& LIGHTING MAINTENANCE

PHONE:
815 725 9080
FAX:
815 725 7543
EMAIL:
SIGNS@EXPRESSIGNS.COM
ADDRESS:
212 AMENDODGE
SHOREWOOD IL
60404

CUSTOMER:
Will County Children's
Advocacy Center
PROJECT ADDRESS:
Joliet, IL
PROJECT:
EMC Monument
PROOF NO:
023-189
DESIGNER:
SS
DATE:
09 01 23
SCALE:
5/8" = 1'
REVISION:
01 18 24 Updated topper & stone
01 31 24 changed EMC size
02 28 24 added percentage sq ft

NOTES:
THIS DRAWING IS THE
PROPERTY OF EXPRESS
SIGNS AND IS TO ONLY BE
USED IN CONNECTION WITH
WORK PERFORMED BY
EXPRESS SIGNS. THIS
DRAWING IS NOT TO BE
REPRODUCED, COPIED OR
EXHIBITED IN ANY FASHION
WITHOUT WRITTEN CONSENT
FROM EXPRESS SIGNS.
CHARGES UP TO \$2,000 WILL
BE ASSESSED
FOR ANY MIS-USE.

SIGN TYPE:**A1.9**

APPROVED BY:

DATE APPROVED:

© 2023 EXPRESS SIGNS

(1) Power Needs T.B.D.
U.L. ELECTRICAL #E154882

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY ART WORK IS NOT TO SCALE

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

Exhibit B

Staff Memo dated April 15, 2024



Agenda Memo

Crest Hill, IL

Meeting Date: April 15, 2024

Submitter: Ronald Mentzer, Interim Community and Economic Development Director

Department: Community Development

Agenda Item: Will County Children's Advocacy Center Sign Variance

Summary:

Land Use Summary

	Land Use	Comp Plan	Zoning
Subject Parcel:	Public	Commercial	B3
North:	Office	Commercial	TO
South:	Commercial	Commercial	B2
East:	Public	Joliet	R2
West:	Townhomes	Multifamily	R2

Project Summary

In 2023, Will County acquired the Subject Property and is currently renovating the former child day care facility into what will be the new home for the Will County Children's Advocacy Center (the "CAC"). The CAC is a not-for-profit established in 1995 by Will County States Attorney James Glasgow as a child-focused, coordinated response center to provide hope, healing and justice for children who have endured severe physical abuse, sexual abuse, sexual exploitation, neglect, and exposure to violence.

As a final component of their initial renovation project, the CAC is planning to construct a new masonry monument sign on the northwest corner of the property along Cedarwood Drive. The CAC has requested a Sign Ordinance variation that would, if approved by the City, allow a 28-square-foot electronic message board to be incorporated into the new sign. The Sign Ordinance restricts electronic message board sign elements to 20 square feet in area.

The City Council conducted a public hearing on this request at its March 18, 2024, regular meeting and directed staff and the City Attorney to prepare an ordinance to approve the requested variation. A copy of the approval ordinance will be included in the agenda backup materials for the April 15, 2024, City Council Meeting.

Analysis

In consideration of the request, the key points to consider and details of this request include:

- The CAC has submitted the attached February 28, 2024, letter to explain why it believes it is necessary and appropriate to incorporate a larger than normally allowed electronic message board into the new monument sign the organization is planning to construct on the subject site.
- The proposed electronic message board sign would be used to provide information on the services and events the organization provides and offers to the community. No commercial advertising is planned for the sign.
- The proposed height of the sign is 3.5 feet lower than the 15-foot maximum height allowed under the City's Sign Ordinance.
- CAC is only proposing one monument sign even though the Sign ordinance would allow them to install two monument signs, (one along each street frontage).
- The applicant's sign contractor, Express Signs, has confirmed the electronic message board element component of the sign will be equipped with technology that automatically dims the message board as the amount of ambient light in the sky reduces to prevent an unnecessarily bright sign during cloudy periods and after dark.
- In 2019, the City of Crest Hill adopted revisions to the sign ordinance, requiring landscaping at the base of all new monument signs.
- The proposed sign location would be as far away from nearby residential properties as physically possible and its view to nearby residential homes would be buffered by the existing landscaping and building improvements on the Subject Property.
- Section 15.12.275 (B) (1) of the City Code states the City Council shall grant a variation to the Sign Code only when it shall have been determined, and recorded in writing, that all of the following standards are complied with:
 1. *That the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in that zone;*
 2. *That the plight of the owner is due to unique circumstances; and*
 3. *That the variation, if granted, will not alter the essential character of the locality.*
- The additional supplemental Sign Ordinance variation review standards contained in Section 15.12.275 (B)(2) of the Sign Code.

Staff Assessment

Based on Staff's review of the information submitted with this application, and in consideration of the Sign Variation approval standards contained in the City Code, Community Development Department staff feels the approval of the Sign Ordinance variation requested in this case would be justified.

Recommended Council Action: Approve an ordinance granting a variance to the Crest Hill Sign Ordinance for 1206 Cedarwood Drive, Crest Hill, Illinois.

Financial Impact: Not applicable.

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Draft Approval Ordinance.

Exhibit C

Unconditional Agreement and Consent

EXHIBIT "C"**UNCONDITIONAL AGREEMENT AND CONSENT**

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

WHEREAS, the WILL COUNTY CHILD ADVOCACY CENTER, (the "**Owner**") is the owner of that certain real property commonly known as 1206 Cedarwood Dr, Crest Hill, IL 60403 and bearing the current PIN: 05-06-01-201-013-0000 (the "Subject Property") for use in connection with the CAC's mission; and

WHEREAS, Ordinance No. _____, approved and passed by the Crest Hill City Council on April 1, 2024, ("the **Ordinance**"), approved a Sign Variance to allow the installation of a masonry monument sign with electronic message board per the specifications in Exhibit A attached to Ordinance No. _____; and

WHEREAS, Section 5 of the Ordinance provides, among other things, that the Ordinance shall not take effect, and subject to repeal unless and until the Applicant has executed, within 60 days following the passage of the Ordinance, this Exhibit "C", its Unconditional Agreement and Consent to accept and abide by all of the terms, conditions, and limitations set forth in the Ordinance.

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

1. The Owner hereby unconditionally agrees to, accept, consent to, and will abide by all terms, conditions, limitations, restrictions, and provisions of the Ordinance.
2. The Owner acknowledges that all required public notices and hearings have been properly given and held with respect to the application process and passage of the Ordinance, understands and has considered the possibility of revocation of the Ordinance as a result of violation of its terms or failure to abide by the conditions set forth in the Ordinance, and agrees, covenants and warrants that it will not challenge any such revocation on the basis of any procedural infirmity or a denial of any procedural right, provided that notice of the City's intent to Repeal or Revoke the Ordinance is provided to the Owner as required by Section 5 of the Ordinance.
3. The Owner acknowledges and agrees that the City shall not be in any way liable for any damages or injuries that may be sustained as a result of the City's granting of the Sign Variance or its passage of the Ordinance, and that the City's approvals do not, and will not, in any way be deemed to insure the Owner against damage or injury of any kind at any time.
4. The Owner hereby agrees to release, defend, indemnify and hold harmless the City of Crest Hill, its corporate authorities, elected and appointed officials, officers, employees, agents, representatives, and attorneys from any and all claims that may, at any time, be asserted against them in connection with (a) the City's review and approval of any plans and issuance of any permits, (b) the City's passage of the Ordinance, and (c) the maintenance and use of the Property as authorized by the Ordinance.
5. The undersigned is an authorized representative of the Owner duly authorized and empowered to execute this Unconditional Agreement and Consent on behalf of the Owner.

[signature page to follow]

Will County State's Attorney

By: _____

Its: _____

SUBSCRIBED and **SWORN** to before me
this _____ day of _____, 2024.

Notary Public

DRAFT



Agenda Memo

Crest Hill, IL

Meeting Date: April 15, 2024
Submitter: Mayor Raymond R. Soliman
Department: Mayor's Office
Agenda Item: Consulting Agreement-Audio/Visual Services

Summary: I am asking for city council concurrence to approve a consulting agreement with William McCluskey to provide Audio/Visual Services to the City of Crest Hill effective immediately.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH WILLIAM W. MCCLUSKEY TO PROVIDE CABLE TELEVISION BROADCASTING AND AUDIO/VISUAL SERVICES TO THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

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

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

WHEREAS, the City of Crest Hill is in need of a consultant to provide cable television broadcasting and audio/visual services following the resignation of Ron Romero and Stage Right Events and termination of the Consulting Agreement with Jeffrey C. Prah approved on February 5, 2024; and

WHEREAS, William W. McCluskey, individually, d/b/a William McCluskey ("McCluskey") is in the business of providing cable television broadcasting and audio/visual services (the "Services"); and

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

WHEREAS, City Staff have negotiated a Consulting Agreement (the "Agreement") with McCluskey for the purposes of engaging McCluskey to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and

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

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

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

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

[Intentionally Blank]

PASSED THIS 15th DAY OF APRIL, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 15th DAY OF APRIL, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made this _____ day of _____, 20____, by and between William McCluskey, individually, d/b/a William McCluskey (“McCluskey”) and the City of Crest Hill, an Illinois Municipal Corporation (“City”).

WHEREAS, City is desirous of obtaining technical advice, counseling and services concerning cable television and YouTube broadcasting of its City Council meetings; and

WHEREAS, McCluskey has the skill, capabilities and staff with the requisite skill and training to provide Audio/Visual services to the City regarding the cable television and YouTube broadcasting of its City Council Meetings (the “Services”) to City.

In consideration of good and valuable consideration the receipt and sufficing of which are hereby acknowledged, City and McCluskey agree as follows:

1. **Relationship of the Parties.** McCluskey enters into this Agreement as, and shall continue to be, an independent Contractor. The Services shall be performed only by McCluskey and McCluskey’s employees, interns, and/or volunteers. Under no circumstances shall McCluskey, or any of McCluskey’s employees or interns look to City as his/her employer, or as a partner, agent or principal. Neither McCluskey, nor any of McCluskey’s employees/volunteers, shall be entitled to any benefits accorded to City’s employees, including without limitation worker’s compensation, disability insurance, vacation, sick pay, holiday pay, leave of type, or paid time off. McCluskey shall be responsible for providing, at McCluskey’s sole expense, and in McCluskey’s name, unemployment disability, worker’s compensation and other insurance as required by law, as well as licenses and permits usual or necessary for the provision of the Services. McCluskey shall be solely responsible for all personnel decisions necessary to carry out the terms of this Agreement and the provision of the Services. At no time shall City have any authority to hire, terminate, discipline, or direct the work of McCluskey or any of McCluskey’s employees. Interns or volunteers.
2. **Services and Fees.** McCluskey shall provide to City the following audio/visual consulting and cable television and YouTube broadcasting services at the rates described herein.
 - a. *Live Broadcast of Regularly Scheduled City Council Meetings:* (two (2) per month) at one hundred and fifty dollars (\$150.00) per meeting. Includes one (1) hour of time prior to the meeting for the following:
 - Update/maintain cable scroll
 - Uploading videos submitted by other groups permitted by City policy
 - Program videos as necessary to air meeting
 - Any and all scheduled maintenance
 - Upload of Meetings to YouTube channel
 - b. *Plan Commission Meetings:* (one (1) per month as necessary) at one hundred dollars (\$100.00) per meeting. Includes all taping and programming necessary to air meeting.

- c. *Special Events*: One hundred and fifty dollars (\$150.00) per event. Includes a second tech and use of City's portable video cameras and related production gear. Includes Memorial Day, Lidice Ceremony, school graduations, etc. as directed by the City Administrator or Mayor.
 - d. *Unscheduled Maintenance, Emergency Call-Outs, or Scheduled Hardware/Software Installations/Maintenance*: (Monday-Friday, 5 p.m. – 8 p.m.) at one hundred and fifty dollars (\$150.00) for the first three (3) hours. Starting at hour four (4), the rate will be fifty dollars (\$50.00) per hour.
3. **Personnel.** McCluskey represents and warrants to City that his employees, interns, or volunteers performing Services hereunder will have sufficient expertise, training, and experience to accomplish the Services. McCluskey agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.
4. **Equipment and Maintenance.**
- a. *Ownership*: City shall provide all cable television, audiovisual and technology equipment necessary to carry out the Service at City's sole expense. All equipment shall remain at all times sole property of the City. At no time shall any of the equipment be used by McCluskey or his employees, interns, or volunteers for and purpose not covered by Section 2 of this Agreement.
 - b. *Maintenance*: The City shall be solely responsible for the maintenance, repair, and replacement of all such equipment, including any costs associated with such maintenance, repair, and replacement. This includes, but is not limited to, any warranties or service contracts the City may have in place for such equipment.
 - c. *Use*: The Consultant shall be granted non-exclusive use of the City's equipment solely for the purpose of performing the services outlined in this Agreement. The Consultant shall use the equipment in a professional and responsible manner and in accordance with any manufacturer's instructions or guidelines. The Consultant shall notify the City immediately of any damage to the equipment or any malfunction that occurs during the course of its use.
 - d. *Liability*: The Consultant shall not be liable for any damages to the City's equipment arising from normal wear and tear during the course of its use for the purposes of this Agreement.
 - e. *Return of Access*: Upon completion or termination of this Agreement, the Consultant shall no longer require access to the City's equipment used in connection with the services provided under this Agreement. The Consultant shall cooperate with the City to ensure a smooth handover of any access procedures or protocols related to the equipment's operation.
5. **Term.** This Agreement shall be effective upon the date of the last party's signature, but only upon the approval of the City Council and shall remain in effect until May 31, 2025, unless earlier terminated pursuant to this Section 5. The Agreement shall be considered extended for up to five (5) additional one-year extension periods if neither party provides written notice of their intent to terminate within thirty (30) days of May 31, 2025, or within thirty (30) days of May 31 of any extension year, or terminated early pursuant to this Section 5. Either party may

terminate this Agreement for any reason or no reason at all by providing thirty (30) days' written notice to the other party.

6. **Intellectual Property.** All meetings and events recorded pursuant to this Agreement is and shall remain the sole and exclusive property of the City. At no time shall McCluskey, his employees, interns, or volunteers be permitted to rebroadcast, distribute, or otherwise use any recordings created for the City under the terms of this Agreement without the written approval of the City Council.
7. **Attorney's Fees.** Should either party hereto or any heir, personal representative, successor or assign of either party hereto resort to legal proceedings in connection with this Agreement or McCluskey's relationship with the City, the prevailing party in such legal proceedings shall be entitled to recover from the non-prevailing party, in addition to such other compensatory damages or relief as may be granted, reasonable attorney's fees and costs.
8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.
9. **Entire Agreement; Amendment.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement may be amended only by a writing signed by McCluskey and by a duly authorized representative of the City.
10. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
11. **Construction.** The headings and captions of this Agreement are provided for effect, convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. It is agreed that, in the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Agreement.
12. **Non-waiver.** No failure or neglect of either party hereto to any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the City, by the Mayor or other person duly authorized by the City Council.

13. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile, or by licensed overnight courier to the appropriate party at their address on the signature page of this Agreement. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier. Any notice shall be deemed duly given if deposited in the mail, postage prepaid and sent by certified mail, addressed to the party at the address included herein or at such other address as such party shall have specified by notice given in the same manner.
14. **Non-Assignability.** This Agreement is personal as to McCluskey and may not be assigned or transferred by him in any manner whatsoever.
15. **Disputes.** Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that valid consent to service may be made by mailing or delivery of such service to the Illinois Secretary of State (the "Agent") or to the party at the party's last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected.
16. **Defense, Indemnity and Hold Harmless.** McCluskey agrees to defend, indemnify and hold harmless City of and from any loss, attorneys' fees, expenses or claims arising out of any such damage or injury to person or property and acknowledges and agrees that his indemnity obligations hereunder cover and relate to, without limitation, any negligent action and/or omission (whether joint, comparative or concurrent) of City's elected officials, servants and employees, and in no way shall limit or waive any other legal defenses to such claims under the Illinois Governmental and Governmental Employees' Tort Immunity Act.

{Signature Page to Follow}

William Weber McCluskey

By: _____ Date _____

CITY OF CREST HILL

By: _____ Date _____
Raymond R. Soliman
Mayor

ATTEST:

By: _____ Date _____
Christine Vershay-Hall
City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date: April 15, 2024
Submitter: Raymond R. Soliman, Mayor R.S.
Department: Mayor's Office
Agenda Item: Civil Service Commission Re-appointment

Summary:

I would like to update you on the commissioner whose term expires on May 1, 2024. I have met with the commissioner individually and my recommendation is as follows:

Civil Service Commission

Patrick Camden has agreed to serve another three-year term on the Civil Service Commission which will expire May 1, 2027. Pat was appointed in 2016 and will be serving his third three-year term. His re-appointment will take place at the April 15, 2024, City Council meeting. I ask for your concurrence.

If you have any questions or concerns, please feel free to contact me.

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: April 15, 2024
Submitter: Mayor Raymond R. Soliman RS
Department: Mayor's Office
Agenda Item: Plan Commission Re-appointments

Summary:

I would like to update you on the three commissioners whose term expires on May 1, 2024. I have met with all three commissioners individually and my recommendation is as follows:

Recommended Council Action:

Plan Commission

A) Ken Carroll has agreed to serve another three-year term to the Crest Hill Plan Commission which will expire on May 1, 2027. Ken will be serving his fifth three-year term. His re-appointment will take place at the April 15, 2024, City Council meeting. I ask for your concurrence.

B) Bill Thomas was appointed to the Crest Hill Plan Commission on May 21, 2020. Bill Thomas has agreed to serve a three-year term that will expire on May 1, 2027. Bill will be serving his second three-year term. His re-appointment will take place at the April 15, 2024, City Council meeting. I ask for your concurrence.

C) Cheryl Slabozeski was appointed to the Crest Hill Plan Commission on June 7, 2021. Cheryl has agreed to serve a three-year term that will expire on May 1, 2027. Cheryl will be serving her second three-year term. Her re-appointment will take place at the April 15, 2024, City Council meeting. I ask for your concurrence.

If you have any questions or concerns, please feel free to contact me.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

**Agenda Memo****Crest Hill, IL**

Meeting Date: April 15, 2024
Submitter: Mayor Raymond R. Soliman R.S.
Department: Mayor's Office
Agenda Item: Police Pension Re-appointment

Summary:

I would like to update you on the commissioner whose term expires on May 1, 2024. I have met with the commissioner individually and my recommendation is as follows:

Recommended Council Action:**Police Pension Board**

John Smith was appointed to the Police Pension Board in May of 2022 to serve a two-year term which will expire on May 1, 2024. John has agreed to serve another two-year term until May 1, 2026. John will be serving his second two-year term. His re-appointment will take place at the April 15, 2024, City Council meeting. I ask for your concurrence.

If you have any questions or concerns, please feel free to contact me.

Financial Impact:**Funding Source:****Budgeted Amount:****Cost:****Attachments:**



To: Mayor Soliman and City Council
From: Glen Conklin, Treasurer and Lisa Banovetz, Director of Finance
Date: April 15, 2024
Re: Approval of the Fiscal Year 2024~2025 Budget

Honorable Mayor and City Council:

I am pleased to present the Fiscal Year 2024~2025 annual municipal budget which includes projections for the Fiscal Year beginning May 1, 2024, and ending April 30, 2025.

Purpose

The purpose of the City's annual budget process is to present the City Council with a budget which best addresses the intent of how resources will be spent on behalf of the stakeholders of the City of Crest Hill. This process is intended to provide transparency in addition to ensuring that all resources will be disbursed in the most efficient and effective manner possible.

This process will provide City Council with an opportunity to verify that the City is maintaining its current service levels to its residents and community stakeholders, and that it is allocating the necessary funding for infrastructure improvements, while working within the constraints of increases in costs that have resulted from inflationary pressures and supply chain issues. This process, if conducted effectively, will result in a collective understanding of how and where the City's limited fiscal resources will be disbursed.

The budget serves as a financial plan, an operations guide, and a communications device. As a financial plan, this document is the City's primary instrument for promoting solvency, efficiency, and collective choices regarding the distribution and allocation of available resources. As an operations guide, it articulates departmental action goals in addition to how these goals will be accomplished. As

a communications device, it contains information pertaining to key issues facing the City and priorities how the City's resources will be expanded.

The City's goal is to verify that it is providing services that enrich the quality of life for its residents, in addition to ensuring that decisions are of sound fiscal management, and that all funds are expended in a manner to foster a dynamic business environment, while creating an inclusive community that values diversity.

This budget format is consistent with Generally Accepted Accounting Principles (GAAP) and has been prepared in accordance with all applicable federal, state, and local laws.

Legal Requirements

State law requires that all general-purpose local governments pass an appropriation ordinance within the first quarter of each fiscal year, or an annual budget shall be adopted by the corporate authorities before the beginning of each fiscal year to which it applies. On February 6, 2023, City Council amended its ordinance and adopted sections 5/8-2-9.1 through and including sections 5/8-2-9.10 of Chapter 65 of the Illinois Compiled Statutes (Municipal Code) which provide for a municipality's financial operations under an annual budget in lieu of an appropriation ordinance. It also approved an ordinance adopting the Budget System and added a new Chapter 3.01, section 3.01.010 (Budget System Adopted) to Title 3 (Revenue and Finance) of the City of Crest Hill Code of Ordinances. Under the Budget System, the City must receive approval from its City Council and adopt its upcoming fiscal year budget by April 30th of each fiscal year.

Budget Schedule

- February 12, 2024, ~ First Draft Fiscal Year 2024~2025 Budget presentation. (DONE)
- February 26, 2024~ Second Draft Fiscal Year 2024~2025 Budget presentation.(DONE)
- March 4, 2024, ~ Approval of Second Draft Fiscal Year 2024~2025 Budget. If approved, this document will be put on public display for 30 days.(DONE)
- April 15, 2024, ~ Public Hearing for the Fiscal Year 2024~2025 Budget.
- April 15, 2024, ~ Approval of the Fiscal Year 2024~2025 Budget.

Budget Highlights

This budget shows a combined budget deficit of **(\$6,576,112)**.

The City's General Fund is currently showing a budget surplus of **\$21,884**

Below is a summary of some of the assumptions for the General Fund for Fiscal Year 2024~2025 which the City will take direction from Council on these assumptions:

- The revenue the City receives from its property tax levy has historically been split 50%~50% between the General Fund and the Police Pension Fund. The current actuary recommendation for the City for Fiscal Year 2024~2025 was to contribute \$250,000 more towards the Police Pension Fund which has reduced the amount of revenue that the City's General Fund will receive from its property tax levy by \$250,000. This has contributed to the City's General Fund budgeted deficit for Fiscal Year 2024~2025.
- Currently, there is a 5% placeholder in this budget. Below is a list of non-union employees who the Council will determine what percentage raise these individuals will receive for the upcoming fiscal year. The Fiscal Year 2024~2025 budget will be adjusted accordingly once the Council has decided the raises. The recommendation would be a raise for individual City employees in the range between 2% and 6%. Anything over 6%, without a corresponding title change, may result in an accelerated payment penalty from IMRF if an employee retires within his/her final earning period which differs if an employee is either Tier 1 or Tier 2.

Current non-union employees (in alphabetical order) are:

Name	Primary Position
Banovetz, Lisa	Finance Director
Cabay, Regina L	Utility Billing Supervisor
Clark, Edward L	Police Chief
Cornejo, Maria	Building Maintenance
DeHaro, Marybel	Administrative Asst
Dobczyk, Ryan M	Deputy Chief
Kikkert, Lisa	Records Supervisor
Kosieck, Terrance	Part-Time Building Inspector
Kozerka, Karen R	Deputy City Clerk
Martino, Adalberta	Administrative Asst
Open	Open City Administrator
Open	Economic Development Director
Open	Human Resource Manager
Open	Building Inspector (1)
Open	Planner
Open	Public Works Director
Opiola, Jason F	Deputy Chief
Phillips, Scott	CSO
Schmeckpeper, Alexandra	Audio/Visual Specialist
Seeman, Donald	Building Commissioner
Unbudgeted	Assistant Public Works Director
Open	Part-time Building Inspector (2)
Wiedeman, Ronald	City Engineer

- The Fiscal Year 2024~2025 Budget added an additional employee for an Audio/Visual Specialist in the Police Department that was not in the previous year's budget.
- The current revenue projections for the General Fund do include the state shared revenue projections which are provided by IML in February of each year. The revenue categories, which are allocated based on per-capita population, are for:
 - State Income Tax
 - State Use Tax
 - Cannabis
 - MFT (which is part of IML's projections but not part of the General Fund revenue).

- The salaries for all 150 employees increased by 4% from the previous year, per the collective bargaining agreement.
- The salaries for all MAP union employees increased by 3.5% over the previous year, per the collective bargaining agreement.
- The City's property, casualty, worker's compensation, and medical insurance premiums are expected to increase 28% over the previous year's insurance premiums. This increase is currently budgeted for.
- The Fiscal Year 2023~2024 budget had a \$741,800 transfer from the General Fund to the Capital Projects Fund to cover road improvements throughout the City of Crest Hill. The Fiscal Year 2024~2025 budget does *not* include any money to be transferred from the General Fund to cover road improvements. This explains why previous year's Administrative department expenditures are higher than the current Fiscal Year 2024~2025 Administrative department expenditures.
- The City's Fiscal Year 2023~2024 budget included \$2,000,000 in reimbursements from DCEO for capital expenditures incurred related to the City Center building. As of today, the City has not received any grant reimbursements from the DCEO. As a result, the budgeted revenue expected from DCEO to fund capital expenditures has been paid from the City's current General Fund balance.
- The City currently outsources its IT services to a third party. The City is paying its current IT vendor 68% more than it was paying its previous vendor which has added to the expenditures of the proposed IT budget for Fiscal Year 2025. This increase does not include any after-hours work the IT vendor is asked to perform. The City will be bringing options to the City Council for how IT will be administered during the upcoming fiscal year.
- Currently, there are no new vehicles budgeted to be replaced during Fiscal Year 2025 as part of the City's capital replacement program. The budget currently has \$37,000 to cover the replacement of one vehicle in the Police Department budget that was involved in an accident and was totaled. Public Works does have some seed money in the current budget that was also part of the recent Water/Sewer rate study. This seed money will allow for vehicles to be purchased by the Public Works Department in the future.

- To remain fiscally responsible, staff will seek approval from the Council to place its current legal services and IT vendor services out for RFP during Fiscal Year 2024~2025 to ensure that the City is receiving the best services at the lowest and most competitive price.
- To reduce the current Draft budget deficit, staff is recommending that the Property Tax Rebate is *not* administered for Fiscal Year 2024~2025. The elimination of this voluntary program would provide \$250,000 in funding that could be used towards repairing the City's streets that are in poor condition. The City's fund balance would not have to be depleted to finance the Property Tax Rebate program as the current Draft budget is projected to be a large deficit.
- The City is expecting reimbursement of \$923,000 for the money that is owed for utility services provided to Stateville prison that occurred prior to June 30, 2021. The City filed a claim with the Court of Claims in March 2022 in an attempt to recover this money that is owed to the City. Multiple attempts have been made to collect this receivable. The City does not have an expected time frame of when these funds will be paid to the City by the Court of Claims.

This Draft Fiscal Year 2024~2025 budget presentation will cover the funds below:

- City-Wide Fund Revenues and Expenditures summary
- General Fund operating expenditures by Department
- MFT
- Non-Home Rule Fund
- Water/Sewer Fund
- West Plant Rehabilitation Fund
- Capital Replacement Fund
- Capital Projects Fund
- TIF Larkin/30
- TIF Weber/Division
- Refuse
- Police pension
- Police special assets

City-Wide Fund Revenues and Expenditures summary

Below is a summary, by fund, of the revenue and expenditures in addition to a fund surplus or deficit by fund:

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
General Fund Revenue	\$ 12,502,372	\$ 12,324,753	\$ 8,495,565
Officials	\$ 112,970	\$ 110,975	\$ 94,894
Police	\$ 5,704,906	\$ 6,489,704	\$ 5,462,711
Streets	\$ 1,599,195	\$ 1,415,583	\$ 1,123,222
Facilities Maintenance	\$ 588,740	\$ 425,286	\$ 277,620
IT	\$ 654,516	\$ 536,802	\$ 421,711
Fleet Vehicle Maintenance	\$ 571,530	\$ 511,292	\$ 434,638
Administration	\$ 1,671,731	\$ 2,224,269	\$ 1,796,564
Clerks	\$ 288,530	\$ 266,195	\$ 178,115
Treasurers	\$ 330,175	\$ 300,584	\$ 213,668
Community Development	\$ 958,195	\$ 1,053,128	\$ 620,240
Total General Fund Expenses	\$ 12,480,488	\$ 13,333,817	\$ 10,623,382
General Fund Surplus (Deficit)	\$ 21,884	\$ (1,009,064)	\$ (2,127,817)
MFT			
Revenue	\$ 862,760	\$ 922,759	\$ 607,158
Expenditures	\$ 862,760	\$ 922,759	\$ 523,593
Fund Surplus (Deficit)	\$ -	\$ -	\$ 83,565
Non-Home Rule			
Revenue	\$ 2,200,000	\$ 2,000,000	\$ 1,333,019
Expenditures	\$ 2,200,000	\$ 2,000,000	\$ 1,522,965
Fund Surplus (Deficit)	\$ -	\$ -	\$ (189,946)
Water Revenue	\$ 11,774,564	\$ 10,846,804	\$ 7,515,188
Water Expenditures	\$ 3,054,543	\$ 2,171,418	\$ 1,753,348
Sewer Expenditures	\$ 927,798	\$ 679,043	\$ 465,012
STP Expenditures	\$ 1,644,758	\$ 1,485,623	\$ 1,179,856
Water Administration Expenditures	\$ 6,147,465	\$ 7,499,999	\$ 6,349,874
Total			
Water/Sewer/STP/Admin	\$ 11,774,564	\$ 11,836,082	\$ 9,748,090
Fund Surplus (Deficit)	\$ (0)	\$ (989,278)	\$ (2,232,903)

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
Capital Replacement			
Program Revenue	\$ 68,180	\$ 68,180	\$ 68,180
Capital Replacement			
Program Expenditures	\$ 68,180	\$ 68,180	\$ 68,180
Fund Surplus (Deficit)	\$ -	\$ -	\$ -
Water/Sewer/STP Capital			
Revenue	\$ 2,240,604	\$ 2,339,502	\$ 2,339,502
Expenditures	\$ 6,450,000	\$ 5,937,002	\$ 3,794,877
Fund Surplus (Deficit)	\$ (4,209,396)	\$ (3,597,500)	\$ (1,455,375)
Transfer from Water Sewer fund balance	\$ 4,209,396		
	\$ -		
Capital Improvement Projects (including City Center and Public Works Buildings)			
Revenue	\$ 986,400	\$ 3,037,505	\$ 3,037,505
Expenditures	\$ 2,325,000	\$ 5,750,256	\$ 4,655,515
Fund Surplus (Deficit)	\$ (1,338,600)	\$ (2,712,751)	\$ (1,618,010)
Transfer from General fund balance	\$ 1,338,600		
	\$ -		
TIF Larkin/30			
Revenue	\$ 30,000	\$ 35,000	\$ 26,549
Expenditures	\$ 30,000	\$ 35,000	\$ 3,165
Fund Surplus (Deficit)	\$ -	\$ -	\$ 23,384
TIF Weber/Division			
Revenue	\$ 100,000	\$ -	\$ -
Expenditures	\$ 100,000	\$ -	\$ 25,854
Fund Surplus (Deficit)	\$ -	\$ -	\$ (25,854)
Water Sewer Debt			
Revenue	\$ 2,047,856	\$ 1,736,610	\$ 1,170,323
Expenditures	\$ 2,047,856	\$ 1,736,610	\$ 1,640,892
Fund Surplus (Deficit)	\$ -	\$ -	\$ (470,569)

	Fiscal Year 2024~2025 Budget	Fiscal Year 2023~2024 Budget	FY 2024 Actuals through 3/31/2024
Capital Construction Debt			
Revenue	\$ 763,600	\$ 763,600	\$ 514,233
Expenditures	\$ 763,600	\$ 763,600	\$ 771,825
Fund Surplus (Deficit)	\$ -	\$ -	\$ 257,592
West Plant Rehab.			
Revenue	\$ 15,830,000	\$ 15,000,000	\$ 11,732,099
Expenditures	\$ 16,880,000	\$ 15,905,075	\$ 17,210,870
Fund Surplus (Deficit)	\$ (1,050,000)	\$ (905,075)	\$ (5,478,770)
Transfer from Water Sewer fund balance	\$ 1,050,000		
	\$ -		
Garbage			
Revenue	\$ 1,469,562	\$ 1,395,712	\$ 1,045,014
Expenditures	\$ 1,469,562	\$ 1,395,712	\$ 1,125,565
Fund Surplus (Deficit)	\$ 0	\$ -	\$ (80,550)
Police Pension			
Revenue	\$ 1,746,406	\$ 1,615,992	\$ 4,811,897
Expenditures	\$ 1,746,406	\$ 1,615,992	\$ 1,374,039
Fund Surplus (Deficit)	\$ -	\$ -	\$ 3,437,858
Police Special Assets			
Revenue	\$ 23,500	\$ 8,500	\$ 1,054
Expenditures	\$ 23,500	\$ 8,500	\$ 1,054
Fund Surplus (Deficit)	\$ -	\$ -	\$ -
Total Revenue	\$ 52,645,804	\$ 52,094,917	\$ 42,697,287
Total Expenditures	\$ 59,221,916	\$ 61,308,585	\$ 53,089,866
Total Fund Surplus (Deficit)	\$ (6,576,112)	\$ (9,213,669)	\$ (10,392,579)

General Fund Revenue

The City is estimating the General Fund revenue to be \$12,502,372 for Fiscal Year 2024~2025. This is an increase from the previous year's annual budgeted revenue of \$177,619 or 1%. This estimate changed because the City amended its Fiscal Year 2024 budget to remove the anticipated \$2,000,000 of grant revenue that was previously expected to be reimbursed by the DCEO during Fiscal Year 2024.

The City implemented Illinois Municipal League's February 2024 preliminary revenue projections for state funding for projections for Fiscal Year 2024~2025 for the categories below on a per-capita basis:

- State Income Tax
- State Use Tax
- Motor Fuel Tax
- Cannabis

The major revenue sources that support the general fund are:

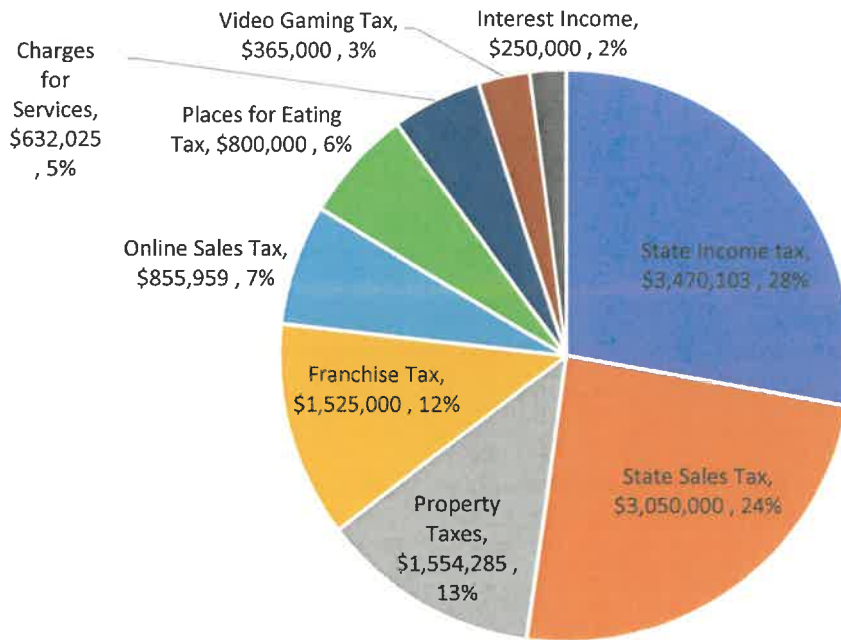
<u>Revenue Source</u>	<u>Amount</u>
State Income Tax	\$3,470,103 (28% of the total)
Sales Tax	\$3,050,000 (24% of the total)
Property Taxes	\$1,554,285 (13% of the total)
Franchise Tax	\$1,525,000 (12% of the total)

includes:

- Telecommunications
- ComEd/Nicor
- Comcast Franchise Fee

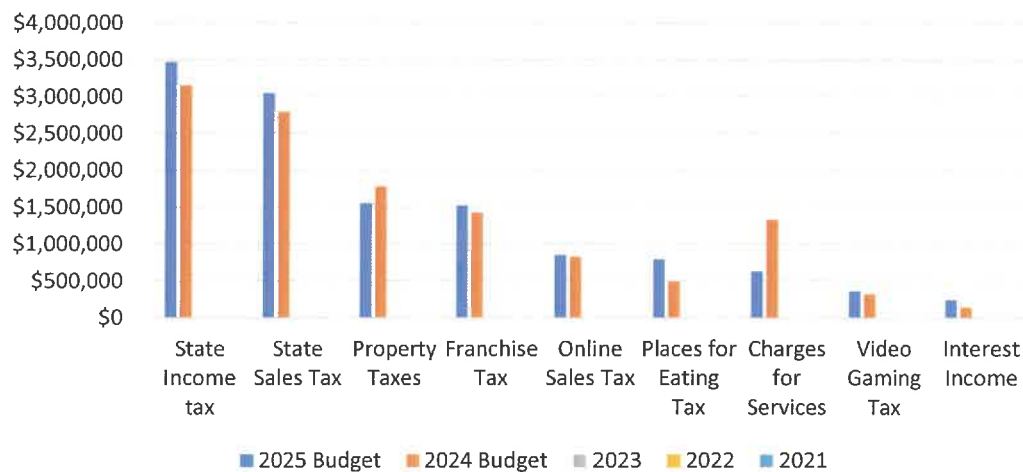
Online Sales Tax	\$ 855,959 (7% of the total)
Places for Eating Tax	\$ 800,000 (7% of the total)
Charges for Services	\$ 632,025 (5% of the total)
Video Gaming Tax	\$ 365,000 (3% of the total)
Interest Income	<u>\$ 250,000 (2% of the total)</u>
Total	\$12,502,372

Fiscal Year 2024~2025 Budgeted Revenue



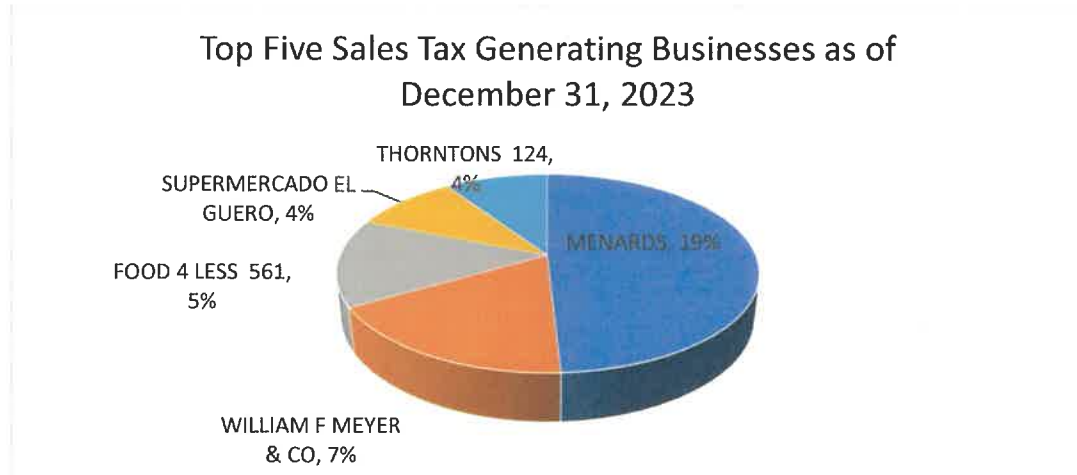
The City did receive its final property tax extension numbers from Will County and the change was under \$1,000 so the current budgeted property tax levy numbers remain unchanged from the previous draft budget that was presented. On a positive note, CPI was 3.4% which was assessed by the Illinois Department of Revenue on 1/31/2024 so hopefully the City will see some relief in pricing during the upcoming fiscal year.

Historical Revenue by Category Fiscal Year 2024~2025



Sales Tax Revenue

The City of Crest Hill collected sales taxes for Fiscal Year 2024 totaling more than \$2.9 Million dollars from over two hundred different businesses located within the City. The latest information from the Illinois Department of Revenue is sales taxes for the twelve months ending December 31, 2023. Below are the top five sales tax retailers are below with their respective percentage of the City's Sales Tax revenue.



MENARDS	19%
WILLIAM F MEYER & CO	7%
FOOD 4 LESS #561	5%
THORNTONS #124	4%
SUPERMERCADO EL GUERO	4%

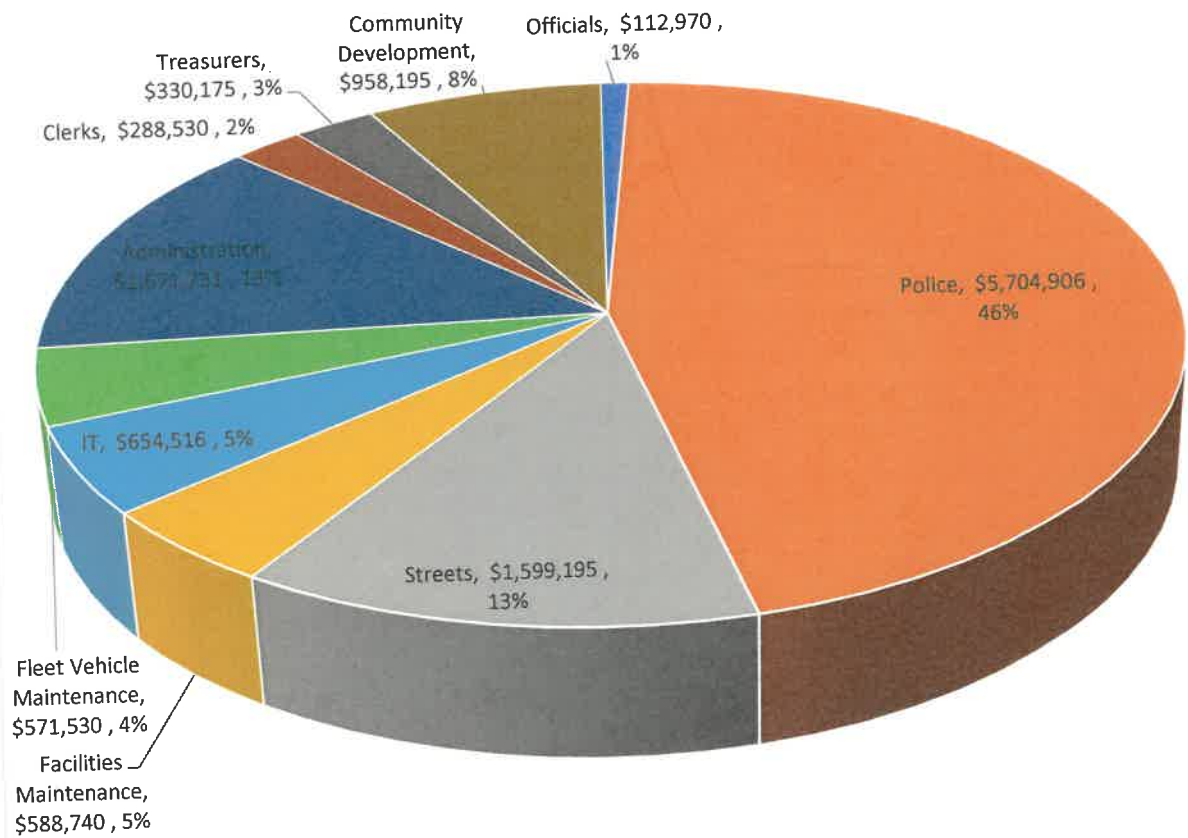
General Fund Expenditures

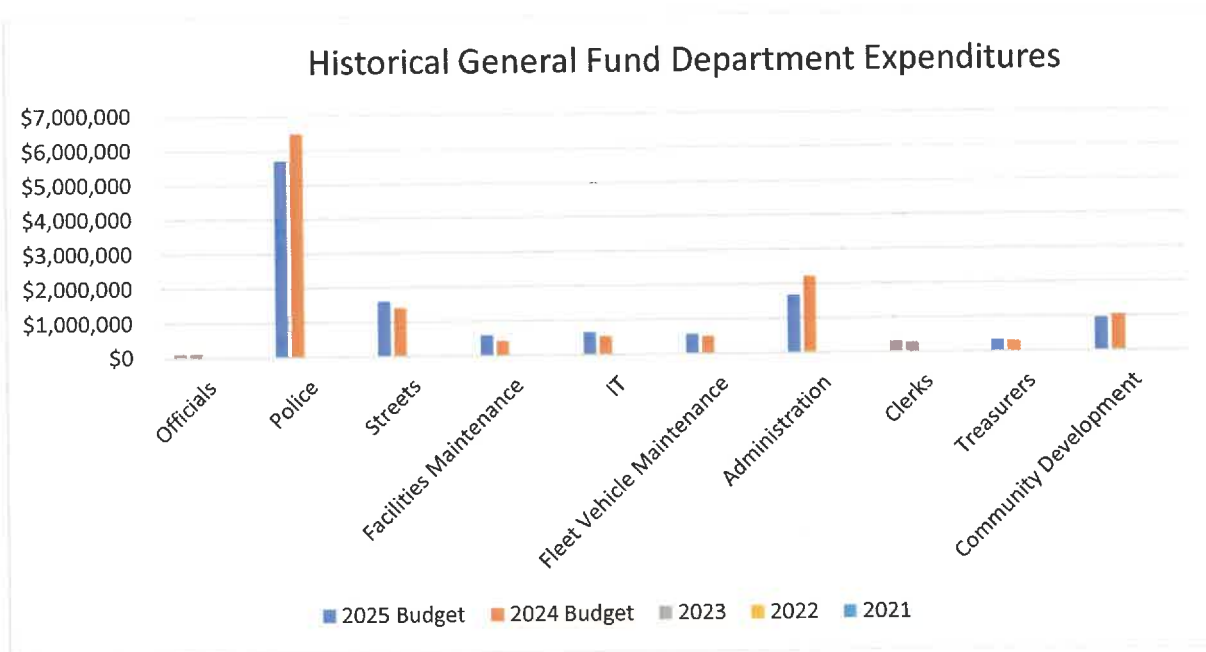
The City is estimating the General Fund expenditures to be **\$12,480,488** for Fiscal Year 2024~2025 which is a decrease of the previous year's budgeted expenditures by **(6%)** or **(\$853,330)** since the City did not contribute \$741,800 to the road improvement projects as it did in the previous year. During the past fiscal year, the City had additional one-time expenditures related to the delay in ratification of the City's MAP Police Union contract that had expired as of May 1, 2022, and was not ratified until Fiscal Year 2024. Inflation is factored into this Draft budget to account for the increase in prices for the purchase of goods and services compared to the previous fiscal year.

The Fiscal Year 2024~2025 General Fund Division expenditures are:

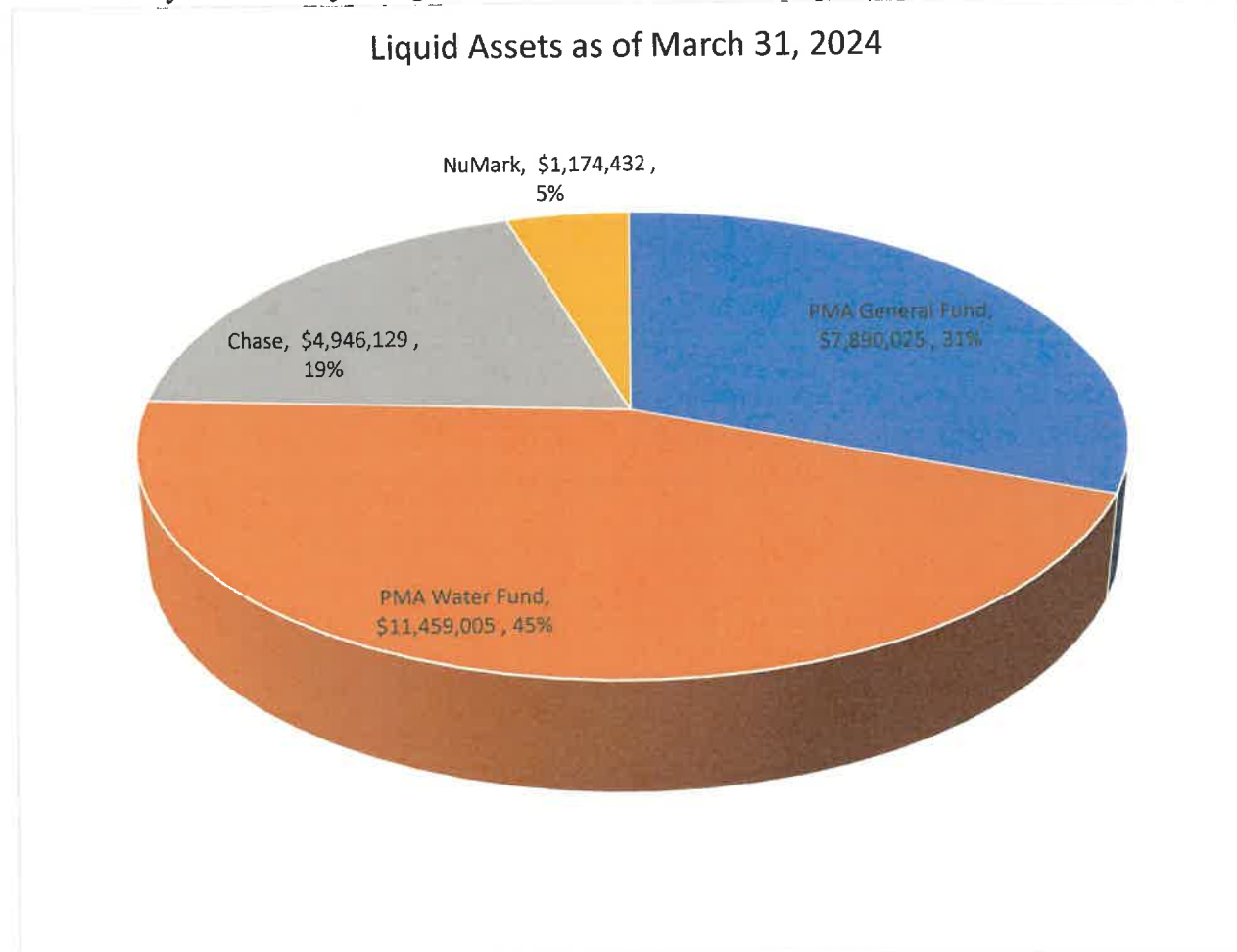
<u>Division</u>	<u>Amount</u>
Officials	\$ 112,970
Police	\$ 5,704,906
Streets	\$ 1,599,195
Facilities Maintenance	\$ 588,740
IT	\$ 654,516
Fleet Vehicle Maintenance	\$ 571,530
Administration	\$ 1,671,731
Clerks	\$ 288,530
Treasurers	\$ 330,175
Community Development	\$ 958,195
Total General Fund Expenses	\$ 12,480,488

Budgeted Fiscal Year 2024~2025 General Fund Expenditures by Department





A summary of the City's liquid assets as of March 31, 2024, is shown below:



Motor Fuel Tax (M.F.T) and Federal Transportation Funds

The capital and maintenance projects are shown below:

- Capital Construction (Weber at Knapp, City-wide patching program, sidewalk cutting/repair, sidewalk and concrete program construction)
 - \$376,425
- Contractual Services (Traffic signals repairs and roadway crack control)
 - \$85,000

Engineering (Construction testing, MFT engineering, sidewalk survey for cutting, Knapp and Weber design services, Weber at McGilvery traffic signal)

- \$236,335
- Materials and supplies (salt, retro reflectivity sign program, deicing/anti-icing solution, pavement marking at Gaylord North and Gaylord South)
 - \$165,000

Total \$862,760

Non-Home Rule Sales Tax Fund

This is the twelfth year of the Non-Home Rule Sales Tax. The Non-Home Rule Sales Tax Fund records the receipts of the revenue generated from the approval of the one percent sales tax.

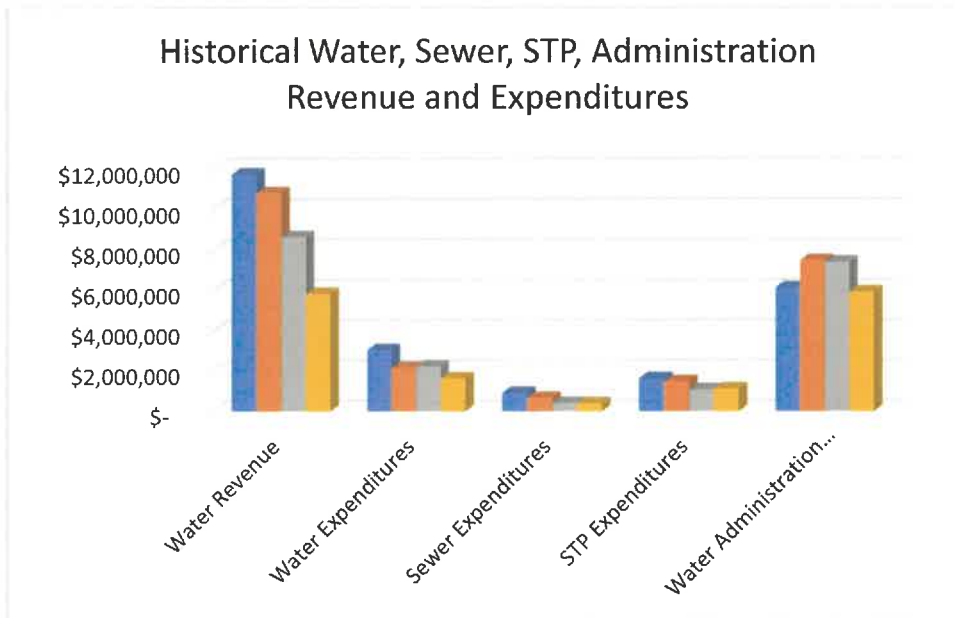
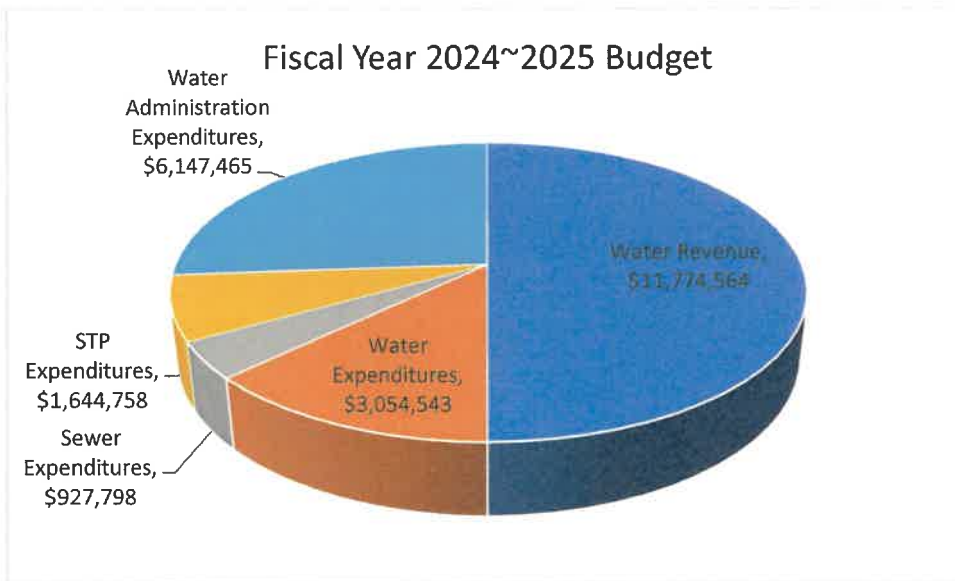
The City has met all its obligations that were originally established for the revenue received from this source which includes: funding the property tax rebate program, hiring added police officers, and using these funds for City capital improvement projects.

The Non-Home Rule Sales Tax revenue is budgeted to fund the following:

• Capital Projects	\$1,136,400
• Annual Debt Service Payment	\$ 763,600
• Property Tax Rebate Program	\$ 250,000
• Economic Incentive	<u>\$ 50,000</u>
Total	\$2,200,000

Water, Sewer, STP and Administration Fund

The City has separate funds to account for the revenue and expenditures that supply a safe, potable water supply for domestic and industrial usage and the expenditures that support a dependable system for collecting and treating the wastewater of the City.



Water/Sewer Capital Projects Fund

The Water/Sewer Capital Projects fund was created to manage the capital improvements for the water sewer system. On January 17, 2022, the City Council voted to join the Regional Water Commission (RWC) renamed the Grand Prairie Water Commission to provide Crest Hill with Lake Michigan water by the year 2030. As part of joining the RWC, the City will complete infrastructure projects, including water main improvements. This cost is estimated to be \$65 million. The projects will occur over the next eight years. These improvements will accommodate the City's infrastructure to seamlessly tap into Lake Michigan water by 2030. All West plant capital expenditures are recorded in a separate fund.

Listed below are the Capital Water/Sewer projects budgeted for Fiscal Year 2024~2025:

- Watermain Replacement (Parkrose, Circle, Green, new meter installation)
\$4,900,000
- Watermain Design (CIPP WM rehabilitation Broadway/Theodore/Plainfield, diversion structure design, Eastern and Western receiving and storage tank, Hillcrest WM design)
\$1,025,000
- Capital Equipment (Chipper, Sweeper, Plow Truck seed money)
\$ 200,000
- Public Works rear lot drainage/sewer \$ 125,000
- Well rehabilitation \$ 75,000
- Technology Upgrades (Scada) \$ 75,000
- Public Works vehicles \$ 50,000
- Total \$6,450,000

Water/Sewer Debt Fund

This fund pays the City's two debt issuances that relate to water and sewer projects. The debt issuances were issued to support the construction and the improvement of the City's water supply facilities and wastewater treatment plants. There is one General Obligation refunding bond (Alt Rev Source), Series 2019A and one IEPA loan. There will be another IEPA loan once the West Plant rehabilitation plant has been completed. The City is projecting principal and interest for Fiscal Year 2024~2025 despite the final numbers not being known now. The City repays these loans from its annual water and sewer revenues.

West Plant Rehabilitation Fund

This fund is used to track expenditures related to improvements to the City's existing west sewage treatment plant that was built in 1960 and was last upgraded in the early 1990's. The City intends to focus on engineering and rehabilitation construction costs for the Fiscal Year 2024~2025.

Listed below are the budgeted projects for the West Plant Rehabilitation Fund:

• Construction costs to be reimbursed from the IEPA	\$15,000,000
• West construction engineering costs	\$ 975,000
• Well construction engineering costs	\$ 830,000
• SEECO Soils Testing	\$ <u>75,000</u>
Total	\$16,880,000

Capital Replacement Program Fund

This fund implements a long-term approach to the systematic replacement of City owned vehicles, technology, capital equipment, and building maintenance for the City. Typically, City owned vehicles, equipment, technology, and computers are replaced according to a schedule that was created in Fiscal Year 2016.

Currently there is seed money budgeted in Water/Sewer for future vehicle purchases and replacements. There is not anything currently budgeted for Police vehicles in the current Draft budget.

City staff will administer regular maintenance to its capital assets and replace items promptly throughout the fiscal year upon receiving the approval from the Mayor and City Council on an as needed basis.

A review of the capital replacement program schedule will occur annually at future budget work sessions or as necessary during the upcoming fiscal year. When this replacement program is active, funding for vehicles, equipment, technology, and computers will come from the proper operating division's respective budget.

The current expenditures in this fund are principal and interest payments for the purchase of the Vactor Truck that occurred during Fiscal Year 2022~2023.

Capital Projects Fund

The purpose of this fund is to evaluate the current City infrastructure and reserve funding for future building needs. This year's budget focus will be road improvements throughout the City of Crest Hill in addition to completing the remaining City Hall/ Police and Public Works buildings. Other projects to be completed within this fund are listed below.

The Non-Home Rule Fund will contribute \$936,400 towards these expenditures.

Projects that are estimated to be completed are:

Capital Construction

- Street rehabilitation construction \$1,100,000
- Wilcox storm water \$ 650,000
- Webb & Knapp construction \$ 225,000
- Old City Hall demo \$ 75,000

Capital Engineering – street rehabilitation design \$ 150,000

Facility Construction – Public Works rear drainage \$ 125,000

Total \$2,325,000

TIF ~ Larkin/30 Fund

The City will be working with its City Council to continue to develop this TIF District during Fiscal Year 2024~2025.

Weber ~ Division Fund

The City will be working with its City Council to continue to develop this TIF District during Fiscal Year 2024~2025.

Refuse

The City's current Refuse contract is with Republic Services. The current contract states there will be a 3.5% rate increase every year. The City will correspondingly raise its refuse rates by 3.5% from the Fiscal Year 2023~2024 rates.

The customers are currently billed every two months for this service. The current rates and the budgeted Fiscal Year 2024~2025 rates are below:

	Fiscal Year 2024~2025 <u>Bimonthly</u>
Garbage	\$31.86
Yd Waste	\$3.66
Recycling	
Landfill	\$7.43
surplus	<u>\$0.82</u>
	<u>\$43.77</u>

Police Pension Fund

The Police Pension Fund of the City of Crest Hill is an Illinois local government, as such, it is a separate legal entity with its own management and budget authority. This fund exists solely to provide pension benefits for the City's police officers and beneficiaries. Lauterbach & Amen currently manages the police pension fund.

The City contributes to a single employer defined pension plan for its Police Pension fund. This fund is governed by Illinois Compiled Statutes and may only be amended by the Illinois legislature. Participating employees must contribute 9.91% of their salary to the plan. The City must contribute the remaining amounts necessary to finance the plan and the administrative costs as actuarially decided by an enrolled actuary.

The City funds its contributions to the Police Pension Plan through its annual tax levy. The City implemented a long-range plan for a fully funded police pension by 2038. The plan includes adding \$150,000 to this fund each year for the next ten years, which is above the requested annual amount. State law requires police pension funds to be 90% funded by 2040. The City has met its past obligations for the additional \$150,000 contribution to this fund and has budgeted to make the \$150,000 additional contribution for Fiscal Year 2023~2024.

In December 2022, as part of the State of Illinois investment consolidation during Fiscal year 2022~2023, the City's Police Pension investment was consolidated into the State Street ~ Illinois Police Officers' Pension Investment Fund (IPOPIF) Consolidated Pool.

As of April 30, 2023, the Actuarial Value of Assets for the Police Pension fund was 68.11% funded.

Police Special Assets Fund

This fund is to account for certain fines received from the Will County Circuit Clerk which are restricted for law enforcement purposes only. The two sources of revenue in this fund come from assets seized during forfeiture or seizure.

Projected Fund Balance Deficit

Attached you will find a summary of reserves in both the General Fund and the Water/Sewer Fund. There are projections of what is needed to maintain reserves for a 3-month period, a four-month period, and a six-month period of cash on hand for both funds.

Attached is the analysis of what those reserves have been calculated to be as of this point in time.

Current cash fund reserve balance	
General Fund	\$ 7,890,025
Water/Sewer	\$ 11,459,005
Total cash on hand	\$ 19,349,030

50% 33% 25%

	Fiscal Year 2024-2025 Budget	*FY 2024 Actuals through 3/31/2024	Monthly average based on previous 9 month activity	4% escalator	6 month reserve	4 month reserve	3 month reserve
General Fund							
Officials	\$ 112,970	\$ 94,894	\$ 10,544	\$ 10,965	\$ 63,262	\$ 42,175	\$ 31,631
Police	\$ 5,704,906	\$ 5,462,711	\$ 606,968	\$ 631,247	\$ 3,641,807	\$ 2,427,871	\$ 1,820,904
Streets	\$ 1,599,195	\$ 1,123,222	\$ 124,802	\$ 129,795	\$ 748,815	\$ 499,210	\$ 374,407
Facilities Maintenance	\$ 588,740	\$ 277,620	\$ 30,847	\$ 32,080	\$ 185,080	\$ 123,386	\$ 92,540
IT	\$ 654,516	\$ 421,711	\$ 46,857	\$ 48,731	\$ 281,141	\$ 187,427	\$ 140,570
Fleet Vehicle							
Maintenance	\$ 571,530	\$ 434,638	\$ 48,293	\$ 50,225	\$ 289,759	\$ 193,173	\$ 144,879
Administration	\$ 1,671,731	\$ 1,796,564	\$ 199,618	\$ 207,603	\$ 1,197,709	\$ 798,473	\$ 598,855
Clerks	\$ 288,530	\$ 178,115	\$ 19,791	\$ 20,582	\$ 118,744	\$ 79,162	\$ 59,372
Treasurers	\$ 330,175	\$ 213,668	\$ 23,741	\$ 24,690	\$ 142,445	\$ 94,963	\$ 71,223
Community							
Development	\$ 958,195	\$ 620,240	\$ 68,916	\$ 71,672	\$ 413,493	\$ 275,662	\$ 206,747
Total General Fund							
Expenses	\$ 12,480,488	\$ 10,623,382	\$ 1,180,376	\$ 1,227,591	\$ 7,082,255	\$ 4,721,503	\$ 3,541,127

General Fund surplus

\$ 21,884

Capital Projects Fund

Balance deficit

\$ (1,338,600)

projected

Transfer from General

fund balance

\$ (1,316,716)

Current cash fund reserve balance	
General Fund	\$ 7,890,025
Water/Sewer	\$ 11,459,005
Total cash on hand	\$ 19,349,030

50% 33% 25%

	*FY 2024 Actuals through 3/31/2024	Monthly average based on previous 9 month activity	4% escalator	6 month reserve	4 month reserve	3 month reserve
Water/Sewer						
Water Expenditures	\$3,054,543	\$1,753,348	\$202,609	\$1,168,899	\$779,266	\$584,449
Sewer Expenditures	\$927,798	\$465,012	\$53,735	\$310,008	\$206,672	\$155,004
STP Expenditures **Water	\$1,644,758	\$1,179,856	\$136,339	\$786,571	\$524,380	\$393,285
Administration Expenditures	\$4,889,353	\$5,129,292	\$592,718	\$3,419,528	\$2,279,685	\$1,709,764
Total	\$10,516,452	\$8,527,508	\$985,401	\$5,685,005	\$3,790,004	\$2,842,503
Water/Sewer/STP						
Water Sewer Capital	\$6,450,000	\$3,794,877	\$438,519	\$456,060	\$1,686,612	\$1,264,959
West Plant unreimbursed expenses	\$1,050,000		\$0	\$1,050,000	\$350,000	\$262,500

*The year to date actuals represent expenses processed in the system as of the date of the report and reflect a 10 month average

**Meter change out program spend from May 1 -January 31, 2024 of \$1,758,112 have been backed out of the total \$6,147,758
(\$6,147,465-\$1,7258,112+\$500,000 = \$4,889,353)

Water Sewer Capital

Projects Deficit

Total projected Deficit

(\$5,259,396)

Total Deficit

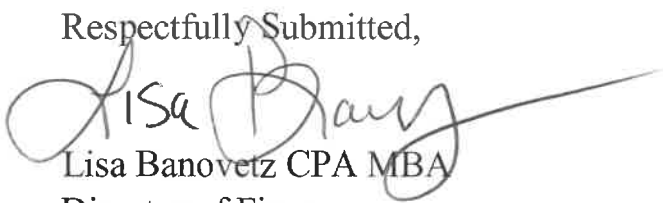
(\$6,576,112)

Conclusion

The Fiscal Year 2024~2025 budget presents a sound financial plan which embodies the City's disciplined approach to spending, and dedication to its vision and the striving for continuous improvement of the community. The budget will be closely monitored during the next Fiscal Year and will follow the City Council's vision for the community.

I would like to take this opportunity to thank the City Treasurer, City Council, City Clerk, and City Mayor for their direction and support in the development of this budget. I would like to extend a special note of appreciation to the Department Heads as well as the entire City staff for their efforts and contributions to this financial plan.

Respectfully Submitted,



Lisa Banovetz CPA MBA
Director of Finance

Account 4/10/2024 15:23

General Fund

Revenue

Administration Department

01-00-3000	GASB 54	
01-00-3040	GASB 54	
01-00-3110	Current Year Tax Levy	\$1,292,594
01-00-3112	FICA Tax Levy	\$0
01-00-3113	IMRF Property Tax Levy	\$0
01-00-3114	Prior Year Tax Levy	\$0
01-00-3190	R & B Current YearTax Levy	\$211,691
01-00-3201	Photo Copy Receipts	\$0
01-00-3210	Licensing Fees	\$130,000
01-00-3211	Tobacco License	\$18,000
01-00-3212	Liquor License	\$50,425
01-00-3214	Amusement/Vending Licenses	\$0
01-00-3221	Building Permits	\$150,000
01-00-3222	Reimbursable Engineering Costs	\$0
01-00-3223	Apartment/House Inspections	\$43,600
01-00-3230	Police Dept. GrantPolice Dept.	\$10,000
01-00-3231	Police Fines	\$100,000
01-00-3232	Vehicle Towing	\$15,000
01-00-3234	Parking Fines	\$20,000
01-00-3237	Burglar/False Alarm	\$10,000
01-00-3347	Hotel/Motel Tax	\$20,000
01-00-3348	Car Rental Tax	\$0
01-00-3349	Online Sales Tax	\$855,959
01-00-3351	Places for Eating Tax	\$800,000
01-00-3352	State Income tax	\$3,470,103
01-00-3353	State Sales Tax	\$3,050,000
01-00-3355	Telecommunications	\$250,000
01-00-3356	COMED/NICOR Franchise Tax	\$1,000,000
01-00-3357	Personal Property Replacement	\$50,000
01-00-3358	VIDEO GAMING TAX	\$365,000
01-00-3359	Comcast Franchise Fee	\$235,000
01-00-3360	Cannabis Tax	\$40,000
01-00-3370	Customer reimb tree/sidewalk	\$0
01-00-3371	FEMA Reimbursement	\$0
01-00-3374	Special Event/Subpoena Reimb.	\$0
01-00-3456	Pace Shelter Revenue	\$0
01-00-3531	Weed Cutting Receipts	\$10,000
01-00-3611	Interest Income	\$150,000
01-00-3620	Sprintcom / T-Mobile Revenue	\$40,000
01-00-3800	Auditor Market Value	\$100,000
01-00-3801	Special Events	\$0

4/30/2025
Fiscal Year 2024-
2025 Budget

Item 17.

<u>Account</u>	<u>4/10/2024 15:23</u>	
01-00-3900	Miscellaneous Revenue	\$0
01-00-3940	Scrap Sales	\$0
01-00-3953	Reimbursement W/C claims	\$0
01-00-3954	Administrative Hearing	\$5,000
01-00-3955	MC Squared	\$0
01-00-3956	FORECLOSURE REGISTRATION FEES	\$10,000
01-00-3958	Reimb. Property DaMiscellaneous	\$0
01-00-4010	fund bal. rec. net post.	\$0
Administration Department Revenue		\$12,502,372

Account 4/10/2024 15:23

Officials

01-01-4100	Salaries	\$60,720
01-01-4104	Overtime Meal Reimbursement	\$0
01-01-4106	Clothing Stipend Taxable	\$0
01-01-4107	Clothing Allowance Taxable	\$0
01-01-4210	FICA	\$4,000
01-01-4220	Medicare	\$1,000
01-01-5300	Contractual Services	\$7,500
01-01-5321	Printing & Publications	\$2,000
01-01-5323	Insurance & Bonding	\$1,250
01-01-5341	Training	\$6,000
01-01-5342	TRAVEL EXPENSES	\$6,500
01-01-5343	Meal Expense	\$1,000
01-01-5345	Dues & Subscriptions	\$22,000
01-01-5383	Beautification Committee	\$0
01-01-5400	Material & Supplies	\$1,000
		<hr/>
		\$112,970

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Police

01-02-4100	Salaries	\$3,586,234
01-02-4101	Clerical Salaries	\$248,362
01-02-4104	Overtime Meal Reimbursement	\$1,000
01-02-4106	Clothing Stipend Taxable	\$2,000
01-02-4107	Clothing Allowance Taxable	\$0
01-02-4120	Overtime	\$250,000
01-02-4121	Clerical Overtime	\$2,500
01-02-4200	Insurance Benefit	\$855,000
01-02-4201	Post Empl. Insurance	\$0
01-02-4210	FICA	\$15,000
01-02-4220	Medicare	\$55,000
01-02-4230	Unemployment Benefit	\$20,000
01-02-4240	IMRF Expense	\$18,000
01-02-4250	Police Pension Contribution	\$150,000
01-02-5300	Contractual Services	\$16,750
01-02-5307	Wescom Expenses	\$300,000
01-02-5310	Outside Services	\$14,000
01-02-5321	Printing & Publications	\$3,000
01-02-5323	Insurance & Bonding	\$0
01-02-5341	Police Training	\$37,300
01-02-5342	Travel Expenses	\$2,500
01-02-5343	Meal Expense	\$4,000
01-02-5344	Safety Clothing	\$22,000
01-02-5345	Dues & Subscriptions	\$4,160
01-02-5346	K9 Expenses	\$8,600
01-02-5400	Material & Supplies	\$44,000
01-02-5401	Office Supplies	\$2,500
01-02-5402	Dare/Crime Prevention	\$1,500
01-02-7301	Police Vehicle Purchase	\$37,000
01-02-7500	Office Equipment	\$4,500
		<hr/>
		\$5,704,906

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Streets

01-03-4100	Salaries	\$496,529
01-03-4101	Clerical Salaries	\$90,341
01-03-4104	Overtime Meal Reimbursement	\$1,000
01-03-4106	Clothing Stipend Taxable	\$0
01-03-4107	Clothing Allowance Taxable	\$2,000
01-03-4110	Seasonal Salaries	\$26,000
01-03-4120	Overtime	\$30,000
01-03-4121	Clerical Overtime	\$1,500
01-03-4123	Snow Removal Overtime	\$30,000
01-03-4200	Insurance Benefit	\$157,500
01-03-4210	FICA	\$35,000
01-03-4220	Medicare	\$8,000
01-03-4230	Unemployment Benefit	\$2,500
01-03-4240	IMRF Expense	\$40,000
01-03-5300	Contractual Services	\$179,500
01-03-5318	Julie Locating/Supplies	\$10,500
01-03-5321	Printing & Publications	\$1,500
01-03-5330	Engineering	\$193,500
01-03-5341	Training	\$8,225
01-03-5343	Meal Expense	\$3,000
01-03-5344	Safety Clothing	\$6,500
01-03-5345	Coffee	\$600
01-03-5351	Utilities- Street	\$160,000
01-03-5371	Sidewalk ReplacemeOutside Serv	\$4,000
01-03-5400	Material & Supplies	\$60,000
01-03-5401	Office Supplies	\$3,000
01-03-5402	Safety Equipment	\$3,500
01-03-7520	Public Works/StormStorm Water/	\$45,000
		<hr/>
		\$1,599,195

Account 4/10/2024 15:23

Facilities Management

01-04-4100	Salaries	\$192,240
01-04-4103	Janitorial Salaries	\$60,000
01-04-4104	Overtime Meal Reimbursement	\$0
01-04-4106	Clothing Stipend Taxable	\$0
01-04-4107	Clothing Allowance Taxable	\$1,000
01-04-4120	Overtime	\$2,500
01-04-4200	Insurance Benefit	\$75,000
01-04-4210	FICA	\$8,000
01-04-4220	Medicare	\$2,500
01-04-4230	Unemployment Benefit	\$1,000
01-04-4240	IMRF Expense	\$7,500
01-04-5300	Contractual Services	\$44,500
01-04-5341	Training	\$3,000
01-04-5343	Meal Expense	\$1,000
01-04-5344	Safety Clothing	\$2,000
01-04-5360	Maint. & Repair	\$130,000
01-04-5400	Material & Supplies	\$57,500
01-04-5401	Office Supplies	\$1,000
		<hr/>
		\$588,740

Account 4/10/2024 15:23

Information Technology

01-06-4100	Salaries	\$0
01-06-4104	Overtime Meal Reimbursement	\$0
01-06-4106	Clothing Stipend Taxable	\$0
01-06-4107	Clothing Allowance Taxable	\$0
01-06-4200	Insurance Benefit	\$0
01-06-4210	FICA	\$0
01-06-4220	Medicare	\$0
01-06-4230	Unemployment Benefit	\$0
01-06-4240	IMRF Expense	\$0
01-06-5300	Contractual Services	\$0
01-06-5301	Technology Services	\$526,838
01-06-5350	Utilities	\$117,678
01-06-5400	Material & Supplies	\$10,000
		<hr/>
		\$654,516

Account 4/10/2024 15:23

Fleet Vehicle Maintenance

01-07-4102	Mechanic Salaries	\$174,530
01-07-4104	Overtime Meal Reimbursement	\$0
01-07-4106	Clothing Stipend Taxable	\$0
01-07-4107	Clothing Allowance Taxable	\$1,000
01-07-4120	Overtime	\$0
01-07-4122	Mechanic Overtime	\$20,000
01-07-4200	Insurance Benefit	\$68,250
01-07-4210	FICA	\$15,000
01-07-4220	Medicare	\$10,000
01-07-4230	Unemployment Benefit	\$2,500
01-07-4240	IMRF Expense	\$15,000
01-07-5300	Contractual Services	\$6,000
01-07-5343	Meal Expense	\$250
01-07-5361	Vehicle Accident Repairs	\$10,000
01-07-5400	Material & Supplies	\$120,000
01-07-5410	Motor Fuel & Lubricants	\$129,000
		<hr/>
		\$571,530

Account 4/10/2024 15:23

Administration Department

01-10-4100	Salaries	\$220,000
01-10-4101	Clerical Salaries	\$71,860
01-10-4104	Overtime Meal Reimbursement	\$0
01-10-4106	Clothing Stipend Taxable	\$0
01-10-4107	Clothing Allowance Taxable	\$0
01-10-4200	Insurance Benefit	\$60,000
01-10-4210	FICA	\$30,000
01-10-4220	Medicare	\$8,000
01-10-4230	Unemployment Benefit	\$2,500
01-10-4240	IMRF Expense	\$20,000
01-10-4250	Wellness Expense	\$1,500
01-10-5300	Contractual Services	\$221,771
01-10-5302	Legal Services	\$230,000
01-10-5310	Outside Services	\$0
01-10-5312	Consulting	\$25,000
01-10-5321	Printing & Publications	\$40,000
01-10-5322	Postage	\$35,000
01-10-5323	Insurance & Bonding	\$473,600
01-10-5341	Training	\$5,000
01-10-5342	Travel Expenses	\$10,000
01-10-5345	Dues & Subscriptions	\$40,000
01-10-5350	Utilities	\$100,000
01-10-5360	Maint. & Repair	\$25,000
01-10-5400	Material & Supplies	\$25,000
01-10-5401	Office Supplies	\$2,500
01-10-7500	Office Equipment	\$5,000
01-10-8001	Special Events	\$20,000
01-10-8100	Transfer Out	\$0
		<hr/>
		\$1,671,731

Account 4/10/2024 15:23

Clerk

01-11-4100	Salaries	\$0
01-11-4101	Clerical Salaries	\$161,780
01-11-4104	Overtime Meal Reimbursement	\$0
01-11-4106	Clothing Stipend Taxable	\$0
01-11-4107	Clothing Allowance Taxable	\$0
01-11-4121	Clerical Overtime	\$2,500
01-11-4200	Insurance Benefit	\$46,250
01-11-4210	FICA	\$30,000
01-11-4220	Medicare	\$5,000
01-11-4230	Unemployment Benefit	\$1,000
01-11-4240	IMRF Expense	\$15,000
01-11-5300	Contractual Services	\$6,500
01-11-5321	Printing & Publications	\$7,500
01-11-5325	Will County RecordMunicipal Ex	\$10,000
01-11-5341	Training	\$1,000
01-11-5345	Dues & Subscriptions	\$0
01-11-5401	Office Supplies	\$2,000
		<hr/>
		\$288,530

Account 4/10/2024 15:23

Treasurei

01-12-4100	Salaries	\$143,285
01-12-4101	Clerical Salaries	\$88,390
01-12-4104	Overtime Meal Reimbursement	\$0
01-12-4106	Clothing Stipend Taxable	\$0
01-12-4107	Clothing Allowance Taxable	\$0
01-12-4121	Clerical Overtime	\$0
01-12-4200	Insurance Benefit	\$28,000
01-12-4210	FICA	\$8,000
01-12-4220	Medicare	\$2,500
01-12-4230	Unemployment Benefit	\$1,000
01-12-4240	IMRF Expense	\$10,000
01-12-5300	Contractual Services	\$40,000
01-12-5341	Training	\$5,000
01-12-5345	Dues & Subscriptions	\$2,000
01-12-5401	Office Supplies	\$2,000
		<hr/>
		\$330,175

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Community Development

01-16-4100	Salaries	\$490,003
01-16-4101	Clerical Salaries	\$115,192
01-16-4104	Overtime Meal Reimbursement	\$0
01-16-4106	Clothing Stipend Taxable	\$0
01-16-4107	Clothing Allowance Taxable	\$500
01-16-4121	Clerical Overtime	\$5,000
01-16-4200	Insurance Benefit	\$84,000
01-16-4210	FICA	\$48,000
01-16-4220	Medicare	\$8,000
01-16-4230	Unemployment Benefit	\$1,000
01-16-4240	IMRF Expense	\$45,000
01-16-5330	Engineering	\$20,000
01-16-5300	Contractual Services	\$99,000
01-16-5341	Training	\$6,500
01-16-5344	Safety Clothing	\$1,000
01-16-5401	Office Supplies	\$8,000
01-16-7501	Operating Equipment	\$2,000
01-16-8002	Facade Program	\$25,000
		<hr/>
		\$958,195

Account 4/10/2024 15:23

MFT

05-00-3354	Revenue From MFT	\$862,760
05-00-3371	Government Agency	\$0
05-00-3611	Interest Income	\$0
		<hr/>
		\$862,760
05-00-4005	fund bal. rec. net post.	\$0
05-00-5300	Contractual Services	\$85,000
05-00-5330	Engineering	\$236,335
05-00-5400	Material & Supplies	\$165,000
05-00-7640	Capital Construction	\$376,425
		<hr/>
		\$862,760

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Non-Home Rule

06-00-3350	Non-Home Rule Sale	<u>\$2,200,000</u>
		\$2,200,000
06-00-4010	fund bal. rec. net post.	\$0
06-00-5001	Food 4 Less Econ. Incentive	\$50,000
06-00-8100	Transfer Out	\$1,136,400
06-00-8101	Transfer out-Debt Service	\$763,600
06-00-8110	Property Tax Rebate	<u>\$250,000</u>
		\$2,200,000

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Water & Sewer Revenue

07-00-3500	Customer Metered Sales	\$7,472,400
07-00-3501	Regular Customer DMetered Sale	\$150,000
07-00-3502	Joliet Customer Sewer	\$83,636
07-00-3503	Joliet Customer Debt	\$10,728
07-00-3504	Unmetered Sewer Unmetered Sa	\$20,000
07-00-3505	Stateville Charges	\$3,814,300
07-00-3510	Tap On Fees	\$100,000
07-00-3520	Meters	\$3,500
07-00-3611	Interest Income	\$0
07-00-3900	Miscellaneous Revenue	\$0
07-00-3901	Revenue Penalties Service Fees	\$120,000
07-00-3910	Transfer In	\$0
07-00-4010	due to/from 14 45 62	\$0
		<hr/>
		\$11,774,564

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Water

07-06-4100	Salaries	\$359,536
07-06-4101	Clerical Salaries	\$33,116
07-06-4104	Overtime Meal Reimbursement	\$0
07-06-4106	Clothing Stipend Taxable	\$0
07-06-4107	Clothing Allowance Taxable	\$0
07-06-4110	Seasonal Salaries	\$25,000
07-06-4120	Overtime	\$20,000
07-06-4121	Clerical Overtime	\$2,000
07-06-4124	Utility Repair Overtime	\$0
07-06-4200	Insurance Benefit	\$130,000
07-06-4210	FICA	\$25,000
07-06-4220	Medicare	\$6,000
07-06-4230	Unemployment Benefit	\$2,000
07-06-4240	IMRF Expense	\$65,000
07-06-5300	Contractual Services	\$170,900
07-06-5301	Technology	\$92,500
07-06-5306	Contractual Lab	\$40,000
07-06-5321	Printing & Publications	\$5,500
07-06-5330	Water Engineering	\$225,000
07-06-5331	Engineering	\$25,000
07-06-5332	Lake Michigan Allocation	\$726,072
07-06-5341	Training	\$10,500
07-06-5343	Meal Expense	\$2,750
07-06-5344	Safety Clothing	\$3,250
07-06-5350	Utilities	\$59,000
07-06-5353	Power Purchase	\$130,000
07-06-5361	Maintenance-Wells	\$75,000
07-06-5362	Water Storage Tank	\$306,120
07-06-5372	Equipment Rental	\$0
07-06-5401	Office Supplies	\$3,800
07-06-5402	Safety Equipment	\$3,000
07-06-5420	Lab. Supplies & Equipment	\$6,000
07-06-5421	Chemicals	\$95,000
07-06-5430	Breaks-Materials & Repair	\$337,500
07-06-5470	Valves and Hydrants	\$70,000
		<hr/>
		\$3,054,543

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Sewer

07-07-4100	Salaries	\$319,333
07-07-4101	Clerical Salaries	\$33,116
07-07-4104	Overtime Meal Reimbursement	\$0
07-07-4106	Clothing Stipend Taxable	\$0
07-07-4107	Clothing Allowance Taxable	\$1,000
07-07-4110	Seasonal Salaries	\$25,000
07-07-4120	Overtime	\$10,000
07-07-4121	Clerical Overtime	\$1,000
07-07-4200	Insurance Benefit	\$105,000
07-07-4210	FICA	\$30,000
07-07-4220	Medicare	\$8,000
07-07-4230	Unemployment Benefit	\$1,000
07-07-4240	IMRF Expense	\$60,000
07-07-5300	Contractual Services	\$18,900
07-07-5301	Technology	\$20,000
07-07-5330	Sewer Engineering	\$258,000
07-07-5341	Training	\$8,000
07-07-5343	Meal Expense	\$1,250
07-07-5344	Safety Clothing	\$5,500
07-07-5350	Utilities	\$10,000
07-07-5353	Power Purchase	\$4,000
07-07-5361	Maintenance-Lift Station	\$2,500
07-07-5401	Office Supplies	\$1,200
07-07-5402	Safety Equipment	\$1,500
07-07-5420	Lab. Supplies & Equipment	\$1,000
07-07-5421	Chemicals	\$500
07-07-5430	Breaks-Materials & Repair	\$2,000
		<hr/>
		\$927,798

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STP

07-08-4100	Salaries	\$355,368
07-08-4101	Clerical Salaries	\$17,890
07-08-4104	Overtime Meal Reimbursement	\$0
07-08-4105	Stipend	\$0
07-08-4106	Clothing Stipend Taxable	\$0
07-08-4107	Clothing Allowance Taxable	\$1,000
07-08-4110	Seasonal Salaries	\$25,000
07-08-4120	Overtime	\$15,000
07-08-4121	Clerical Overtime	\$2,500
07-08-4200	Insurance Benefit	\$105,000
07-08-4210	FICA	\$25,000
07-08-4220	Medicare	\$7,500
07-08-4230	Unemployment Benefit	\$1,500
07-08-4240	IMRF Expense	\$60,000
07-08-5300	Contractual Services	\$20,300
07-08-5301	Technology	\$175,000
07-08-5306	Contractual Lab	\$45,000
07-08-5314	Annual NPDES Permit	\$33,500
07-08-5341	Training	\$4,200
07-08-5343	Meal Expense	\$4,650
07-08-5344	Safety Clothing	\$5,250
07-08-5345	Coffee	\$600
07-08-5350	Utilities	\$36,500
07-08-5353	Power Purchase	\$150,000
07-08-5365	Maint Repair West Plant	\$65,000
07-08-5366	Maint Repair East Plant	\$75,000
07-08-5373	Waste Removal	\$275,000
07-08-5377	Intergovernmental Groups	\$35,000
07-08-5401	Office Supplies	\$2,000
07-08-5402	Safety Equipment	\$4,000
07-08-5420	Lab. Supplies & Equipment	\$18,000
07-08-5421	Chemicals	\$80,000
		<hr/>
		\$1,644,758

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Water & Sewer Administration

07-00-3900	Miscellaneous Revenue	\$0
07-09-4100	Salaries	\$139,390
07-09-4101	Clerical Salaries	\$470,219
07-09-4104	Overtime Meal Reimbursement	\$0
07-09-4106	Clothing Stipend Taxable	\$0
07-09-4107	Clothing Allowance Taxable	\$0
07-09-4120	Overtime	\$10,000
07-09-4121	Clerical Overtime	\$15,000
07-09-4200	Insurance Benefit	\$146,000
07-09-4210	FICA	\$38,000
07-09-4220	Medicare	\$10,000
07-09-4230	Unemployment Benefit	\$1,500
07-09-4240	IMRF Expense	\$95,000
07-09-5300	Contractual Services	\$26,000
07-09-5301	Technology	\$3,000
07-09-5321	Printing & Publications	\$18,000
07-09-5322	Postage	\$27,000
07-09-5323	Insurance & Bonding	\$373,536
07-09-5360	Maint. & Repair	\$150,000
07-09-5470	Meters	\$200,000
07-09-7965	capital assets proprietary. fu	\$0
07-09-8000	Miscellaneous Expenses	\$0
07-09-8100	Transfer Out-	\$2,308,784
07-09-8101	Transfer Out-Debt	\$2,116,036
		<hr/>
		\$6,147,465
	Water Surplus (Deficit)	(\$0)

Account 4/10/2024 15:23

Capital Replacement Program

11-00-3233	Vehicle Replacement	\$0
11-00-3910	Transfer	\$68,180
		<hr/>
		\$68,180
11-00-4010	fund bal. rec. net post.	\$0
11-00-7301	Vehicles	\$68,180
11-00-7302	Computers	\$0
11-00-7303	Technology Capital	\$0
11-00-7304	Building	\$0
		<hr/>
		\$68,180

Account 4/10/2024 15:23

Water & Sewer Capital Projects

12-00-3910	Transfer In	<u>\$2,240,604</u>
		<u>\$2,240,604</u>
12-00-7010	capital assets proprietary. fu	\$0
12-00-7300	Capital Equipment	\$200,000
12-00-7301	Vehicles	\$50,000
12-00-7302	Computers	\$0
12-00-7303	Technology Capital	\$75,000
12-00-7602	Watermain Design	\$1,025,000
12-00-7610	Well Maintenance	\$75,000
12-00-7615	Well #14	\$0
12-00-7620	Watermain Replacement	\$4,900,000
12-00-7800	Misc Capital	<u>\$125,000</u>
		<u>\$6,450,000</u>

Account 4/10/2024 15:23

Capital Projects

13-00-3901	Government Agency	\$50,000
13-00-3902	Other financing source	\$0
13-00-3910	Transfer In	\$936,400
		<hr/>
		\$986,400
13-00-5330	Capital Engineering	\$150,000
13-00-7310	Facility Construction- PW	\$125,000
13-00-7311	Facility Constr.-City Hall / P	\$0
13-00-7312	Facility Constr.-City Park	\$0
13-00-7640	Capital Construction	\$2,050,000
13-00-7641	Rebuild Illinois	\$0
13-00-7642	American Rescue Plan	\$0
		<hr/>
		\$2,325,000

4/30/2025
Fiscal Year 2024-
2025 Budget

Item 17.

Account 4/10/2024 15:23

TIF-Larkin/30

15-00-3020	GASB 54	\$0
15-00-3110	Current Year Tax Levy	<u>\$30,000</u>
		\$30,000
15-00-5300	Contractual Services	\$0
15-00-5302	Legal Services	\$0
15-00-5312	Consulting	\$30,000
15-00-5314	Planning	\$0
15-00-5330	Engineering	\$0
15-00-5400	Material & Supplies	\$0
15-00-7501	Operating Expenses	<u>\$0</u>
		\$30,000

Account 4/10/2024 15:23

TIF-Weber/Division

41-00-3110	Current Year Tax Levy	<u>\$100,000</u>
		\$100,000
41-00-5300	Contractual Services	\$10,000
41-00-5302	Legal Services	\$12,500
41-00-5312	Consulting	\$20,000
41-00-5314	Planning	\$17,500
41-00-5330	Engineering	\$20,000
41-00-5400	Material & Supplies	\$0
41-00-7501	Operating Expenses	<u>\$20,000</u>
		\$100,000

Account 4/10/2024 15:23

Water/Sewer Debt

30-00-3910	Transfer In	<u>\$2,047,856</u>
		\$2,047,856
30-00-6102	IEPA 2011 Principal	\$518,429
30-00-6103	2019 W/S G.O. Bond Principal	\$990,000
30-00-6104	Vactor Truck Principal	\$0
30-00-6202	IEPA 2011 Interest	\$26,327
30-00-6203	2019 W/S G.O. Bond Interest	\$510,600
30-00-6204	Vactor Truck Interest	\$0
30-00-6301	Bond Bank Fees	\$2,500
30-00-6303	2019A Refunding Bank Fees	\$0
30-00-7205	Chngs long term debt	<u>\$0</u>
		\$2,047,856

Account 4/10/2024 15:23

Capital Construction Debt

32-00-3920	Tran lease pymn debt gasb 87	\$0
32-00-3910	Transfer In	\$763,600
		<hr/>
		\$763,600
32-00-6101	2019 GO Bond- Principal	\$410,000
32-00-6201	2019 G.O. Bond Interest	\$351,100
32-00-6203	Tran lease pymn debt gasb 87	\$0
32-00-6204	Tran lease pymn debt gasb 87	\$0
32-00-6301	2019 G.O. Bond Fees	\$2,500
		<hr/>
		\$763,600

Account 4/10/2024 15:23

West Plant Rehab

35-00-3901	IEPA Reimbursements	\$15,830,000
35-00-3905	IEPA Loan Forgiveness	\$0
35-00-3910	Transfer In	\$0
		<hr/>
		\$15,830,000
35-00-5330	Engineering	\$1,050,000
35-00-7010	capital assets proprietary. fu	\$0
35-00-7512	West Plant Rehab	\$15,830,000
35-00-7513	West Plant Rehab-Design	\$0
35-00-7631	East STP Plant Construction	\$0
		<hr/>
		\$16,880,000

Account 4/10/2024 15:23

Garbage

80-00-3540	Refuse Service Rec	<u>\$1,469,562</u>
		\$1,469,562
80-00-5300	Contractual Services	<u>\$1,469,562</u>
		\$1,469,562

Account 4/10/2024 15:23

Police Pension Fund

98-00-3110	Current Year Tax Levy	\$1,296,406
98-00-3611	Interest Income	\$0
98-00-3800	Auditor Market Value	\$0
98-00-3900	Miscellaneous Revenue	\$0
98-00-3961	Employer Contribution-Retireme	\$150,000
98-00-3962	Plan Member Contributions	\$300,000
		<hr/>
		\$1,746,406
98-00-5300	Contractual Services	\$40,000
98-00-5302	Legal Services	\$6,000
98-00-5321	Pension Payments/Refunds	\$1,600,000
98-00-5342	Travel Expenses	\$2,000
98-00-5343	Conference Expenses	\$906
98-00-5345	Dues & Subscriptions	\$2,500
98-00-5560	Investment Expense	\$75,000
98-00-8000	Miscellaneous Expenses	\$0
98-00-8032	Refund-Employee CoDeposits/Ref	\$20,000
		<hr/>
		\$1,746,406

Account 4/10/2024 15:23

Police Special Assets

99-00-3240	DUI Fines	\$3,500
99-00-3241	Special Assets	\$0
99-00-3242	Article 36	\$0
99-00-3243	BJA / LLE Safety	\$0
99-00-3244	Police Seizure	\$15,000
99-00-3245	Police Forfeiture	\$5,000
		<hr/>
		\$23,500
99-00-5400	Material & Supplies	\$0
99-00-5401	Police Seizure	\$0
99-00-5402	Police Forfeiture	\$0
99-00-7300	Capital Equipment	\$23,500
		<hr/>
		\$23,500
Total Revenue		\$52,645,804
Total Expenditures		\$59,221,916
		<hr/>
		(\$6,576,112)

ORDINANCE NO. _____**AN ORDINANCE APPROVING THE BUDGET OF THE CITY OF CREST HILL FOR THE FISCAL YEAR COMMENCING MAY 1, 2024, AND ENDING APRIL 30, 2025**

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

WHEREAS, the City of Crest Hill has adopted Section 8-2-9.1 and Sections 8-2-9.2 through 8-2-9.10 of the Illinois Municipal Code (65 ILCS 5/8-2-9.1; 65 ILCS 5/8-2-9.2 thru 9.10) by a two-thirds (2/3) supermajority vote of the members of the City Council then holding office; and

WHEREAS, the City's budget officer has compiled a proposed budget (the "Budget") for the fiscal year commencing May 1, 2024, and ending April 30, 2025 (the "Fiscal Year"), a copy of which is attached hereto and fully incorporated herein; and

WHEREAS, the City Budget Officer has presented to the City Council a proposed Budget that: (i) contains reasonable and well-founded estimates of revenues available to the City for the Fiscal Year, which revenue estimates have been prepared and presented in conformity with good fiscal management practices; (ii) contains reasonable and well-founded estimates of recommended expenditures for the City and all of the City's departments, commissions, and boards in the Fiscal Year; (iii) contains actual and/or reasonably estimated revenues and expenditures for the two fiscal years immediately preceding the Fiscal Year; and (iv) shows the specific fund from which each recommended expenditure shall be made; and

WHEREAS, the proposed Budget was made conveniently available to the public for inspection on March 4, 2024, at the Crest Hill City Hall; and

WHEREAS, on March 4, 2024, a notice that the City Council would conduct a public hearing on the proposed Budget on April 15, 2024, was published in the Joliet Herald, which is a newspaper having a general circulation within the corporate boundaries of the City; and

WHEREAS, on April 15, 2024, the City Council conducted a public hearing on the proposed Budget, and at that time heard and considered any and all public comments, questions, and objections thereto, if any; and

WHEREAS, the City Council has determined that the proposed Budget is reasonable, complete, and acceptable to the City Council, and that approving the same is necessary, expedient, and in the best interests of the City and its citizens; and

WHEREAS, the City Council has further determined, by a two-thirds (2/3) supermajority vote of the members of the City Council presently holding office, that it is necessary, expedient, and in the best interests of the City and its citizens to authorize the City Clerk, the City Administrator, the Director of Finance, the Chief of Police, and the Public Works Director to

delete, add to, change or create sub-classes within the object classes budgeted for their respective departments from time to time, provided that all such budget modifications must be first approved in writing by the Mayor.

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

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

SECTION 2: The City Council hereby finds and declares that the Budget (Exhibit A) is approved and adopted as the official budget of the City of Crest Hill for the Fiscal Year.

SECTION 3: The City Council hereby authorizes, by a two-thirds (2/3) supermajority vote of the members of the City Council presently holding office, the City Clerk, the City Administrator, the Director of Finance, the Chief of Police, and the Public Works Director to delete, add to, change or create sub-classes within the object classes budgeted for their respective departments from time to time, provided that all such budget modifications must be first approved in writing by the Mayor.

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

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

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

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

[Intentionally Blank]

PASSED THIS _____ DAY OF _____, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

(Crest Hill Budget for Fiscal Year 24-25)



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

Meeting Date:	April 15, 2024
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval of the List of Bills issued through April 16, 2024 in the amount of \$552,616.73

Summary: Attached is the List of Bills issued through April 16, 2024 in the amount of \$552,616.73.

Recommended Council Action: Approval of the List of Bills issued through April 16, 2024 in the amount of \$552,616.73.

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 issued through April 16, 2024 in the amount of \$552,616.73.pdf

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 04/01/2024,04/16/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
46	Republic Ser	0721-007942	APRIL 2024 REPUBLIC	03/20/2024	112,556.47	112,556.47	22230	04/16/2024	324	80005300
Total 46:					112,556.47	112,556.47				
53	Amalgamate	IEPA LOAN P	IEPA PRINCIPAL	03/14/2024	101,586.15	101,586.15	22189	04/16/2024	324	30006102
		IEPA LOAN P	IEPA INTEREST	03/14/2024	13,481.27	13,481.27	22189	04/16/2024	324	30006202
Total 53:					115,067.42	115,067.42				
68	American Wa	7002180482	2024 MEMBERSHIP DU	12/20/2023	83.00	83.00	22191	04/16/2024	324	07085341
Total 68:					83.00	83.00				
82	Aramark	6030270007	UNIFORMS FOR WEST	03/22/2024	35.41	35.41	22192	04/16/2024	324	07085300
		6030271804	UNIFORMS FOR WATE	03/27/2024	34.46	34.46	22192	04/16/2024	324	07065300
		6030271804	UNIFORMS FOR EAST	03/27/2024	51.87	51.87	22192	04/16/2024	324	07085300
		6030271818	UNIFORMS FOR STRE	03/27/2024	112.25	112.25	22192	04/16/2024	324	01035300
		6030271818	UNIFORMS FOR FLEE	03/27/2024	49.54	49.54	22192	04/16/2024	324	01075300
		6030271818	UNIFORMS FOR BUILD	03/27/2024	38.96	38.96	22192	04/16/2024	324	01045300
		6030271818	RESTROOM SERVICE	03/27/2024	64.50	64.50	22192	04/16/2024	324	01045300
		6030271818	MATS FOR PUBLIC WO	03/27/2024	62.26	62.26	22192	04/16/2024	324	01045300
		6030272783	UNIFORMS FOR WEST	03/29/2024	35.41	35.41	22192	04/16/2024	324	07085300
Total 82:					484.66	484.66				
102	AT&T 831-00	4660557807	FIBER NETWORK PW	03/19/2024	2,474.42	2,474.42	22193	04/16/2024	324	01105350
Total 102:					2,474.42	2,474.42				
103	AT&T 831-00	3429008803	INTERNET & PHONE S	03/19/2024	138.90	138.90	22194	04/16/2024	324	07065350
Total 103:					138.90	138.90				
161	Blue Line Pro	1154	MENTAL HEALTH SCR	03/30/2024	4,350.00	4,350.00	22196	04/16/2024	324	01025310
Total 161:					4,350.00	4,350.00				
171	Brent Hasser	March 2024	CONSULTING SERVIC	04/01/2024	2,500.00	2,500.00	22197	04/16/2024	324	01105300
Total 171:					2,500.00	2,500.00				
294	Civic System	CVC24680	CIVIC SENSUS ANALY	03/13/2024	1,350.00	1,350.00	22198	04/16/2024	324	01065301
Total 294:					1,350.00	1,350.00				
400	D&I Electroni	388187	BURGLAR ALARM SUB	04/01/2024	197.97	197.97	22203	04/16/2024	324	01065301
Total 400:					197.97	197.97				
419	Deluxe	15972173	AP CHECK STOCK	03/29/2024	1,422.48	1,422.48	22206	04/16/2024	324	07095321
Total 419:					1,422.48	1,422.48				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
549	Fleet Safety	82461	FLEET- UNIT #200 EME	02/08/2024	230.00	230.00	22209	04/16/2024	324	01075400
		82461	FLEET- UNIT #200 EME	02/08/2024	77.67	77.67	22209	04/16/2024	324	01075400
Total 549:					307.67	307.67				
576	Gallagher Ma	32293	COLD PATCH	12/12/2023	3,479.48	3,479.48	22210	04/16/2024	324	01035400
Total 576:					3,479.48	3,479.48				
640	Hawkins Inc	6717903	EAST PLANT CHEMICA	03/25/2024	2,049.54	2,049.54	22211	04/16/2024	324	07085421
Total 640:					2,049.54	2,049.54				
644	Core & Main	U577500	METERS	03/21/2024	1,583.50	1,583.50	22202	04/16/2024	324	07095470
Total 644:					1,583.50	1,583.50				
655	Heritage Corr	April 2024	HERITAGE CORRIDOR	04/02/2024	850.00	850.00	22213	04/16/2024	324	01015321
Total 655:					850.00	850.00				
756	Illinois Tollwa	VN55062481	TOLLWAY VIOLATION P	01/19/2024	13.90	13.90-	21886	04/01/2024	124	01025310
Total 756:					13.90	13.90-				
849	Kirwan Mech	i75776	EAST PLANT HEATER	03/26/2024	747.00	747.00	22215	04/16/2024	324	07085366
Total 849:					747.00	747.00				
885	LeadsOnline	410602	INVESTIGATIVE SYST	03/15/2024	4,037.00	4,037.00	22216	04/16/2024	324	01065301
Total 885:					4,037.00	4,037.00				
931	MAP Automo	40-697563	FLEET- FORD FLEET P	12/28/2022	978.00-	978.00-	22217	04/16/2024	324	01075400
		40-697930	FLEET- 6 GALLONS VC	12/30/2022	95.70	95.70	22217	04/16/2024	324	01075410
		40-756685	FLEET- UNIT #930 AND	03/27/2024	1,045.36	1,045.36	22217	04/16/2024	324	01075400
Total 931:					163.06	163.06				
958	Meade, Inc.	707858	TRAFFIC SIGNAL MAIN	03/29/2024	208.20	208.20	22218	04/16/2024	324	01035300
		707858	TRAFFIC SIGNAL MAIN	03/29/2024	208.20	208.20	22218	04/16/2024	324	01035300
		707858	TRAFFIC SIGNAL MAIN	03/29/2024	208.20	208.20	22218	04/16/2024	324	01035300
Total 958:					624.60	624.60				
961	Menards	68064	BUILDING MAINTENAN	03/12/2024	318.28	318.28	22219	04/16/2024	324	01045400
		68113	WELL SUPPLIES	03/13/2024	67.29	67.29	22219	04/16/2024	324	07065420
		68120	BUILDING MAINTENAN	03/13/2024	19.98	19.98	22219	04/16/2024	324	01045400
		68210	FLEET- SALLYPORT JA	03/15/2024	603.20	603.20	22219	04/16/2024	324	01075400
		68211	BUILDING MAINTENAN	03/15/2024	9.28	9.28	22219	04/16/2024	324	01045400
		68326	BUILDING MAINTENAN	03/18/2024	99.96	99.96	22219	04/16/2024	324	01045400
		68471	BUILDING MAINTENAN	03/21/2024	20.94	20.94	22219	04/16/2024	324	01045400
		68777	ANCHORS FOR MEMO	03/27/2024	49.94	49.94	22219	04/16/2024	324	01045360
Total 961:					1,188.87	1,188.87				
973	Microbac Lab	C24002452	SEMI-ANNUAL EFFLUE	03/28/2024	1,592.25	1,592.25	22221	04/16/2024	324	07085306

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 973:					1,592.25	1,592.25				
991	MOE Fringe	May 2024	MAY 2024 MOE	04/01/2024	1,948.00	1,948.00	392	04/01/2024	324	01024200
		May 2024	MAY 2024 MOE	04/01/2024	8,096.74	8,096.74	392	04/01/2024	324	01034200
		May 2024	MAY 2024 MOE	04/01/2024	1,948.00	1,948.00	392	04/01/2024	324	01044200
		May 2024	MAY 2024 MOE	04/01/2024	5,942.00	5,942.00	392	04/01/2024	324	01074200
		May 2024	MAY 2024 MOE	04/01/2024	2,971.00	2,971.00	392	04/01/2024	324	01114200
		May 2024	MAY 2024 MOE	04/01/2024	1,945.00	1,945.00	392	04/01/2024	324	01164200
		May 2024	MAY 2024 MOE	04/01/2024	8,097.76	8,097.76	392	04/01/2024	324	07064200
		May 2024	MAY 2024 MOE	04/01/2024	8,097.75	8,097.75	392	04/01/2024	324	07074200
		May 2024	MAY 2024 MOE	04/01/2024	8,097.75	8,097.75	392	04/01/2024	324	07084200
		May 2024	MAY 2024 MOE	04/01/2024	5,893.00	5,893.00	392	04/01/2024	324	07094200
Total 991:					53,037.00	53,037.00				
1017	DACRA Tech	MS 2024-03-	MOVE/ABC MARCH 20	03/31/2024	1,200.00	1,200.00	22204	04/16/2024	324	01025300
Total 1017:					1,200.00	1,200.00				
1102	Ottosen DiNo	5490	LABOR / PERSONNEL	03/31/2024	1,198.50	1,198.50	22223	04/16/2024	324	01105302
Total 1102:					1,198.50	1,198.50				
1148	Physicians I	43112 March	RANDOM DRUG SCRE	03/20/2024	608.00	608.00	22224	04/16/2024	324	01105300
Total 1148:					608.00	608.00				
1174	PreCise MR	IN200-10481	PRECISE GPS SUBSC	03/27/2024	324.00	324.00	22225	04/16/2024	324	01035300
Total 1174:					324.00	324.00				
1222	Reliance Sta	APRIL 2024	RELIANCE STD 04-202	04/01/2024	280.00	280.00	22229	04/16/2024	324	01002438
Total 1222:					280.00	280.00				
1243	Ray OHerron	2332097	TAC PANTS-MALY	03/21/2024	124.99	124.99	22227	04/16/2024	324	01025344
Total 1243:					124.99	124.99				
1295	Shaw Media	0324100852	SHAW MEDIA	03/31/2024	536.40	536.40	22232	04/16/2024	324	01105321
		2155805	EMPLOYMENT AD	04/03/2024	350.00	350.00	22232	04/16/2024	324	01115321
Total 1295:					886.40	886.40				
1326	Ray Soliman	April 2024	MONTHLY GAS MILEA	03/28/2024	50.00	50.00	22228	04/16/2024	324	01015342
Total 1326:					50.00	50.00				
1336	Spesia & Tayl	822556	GENERAL CORPORAT	03/28/2024	15,221.00	15,221.00	22233	04/16/2024	324	01105302
		822558	LAKE MICHIGAN ALLO	03/28/2024	4,966.50	4,966.50	22233	04/16/2024	324	07065332
Total 1336:					20,187.50	20,187.50				
1353	Stanard & As	SA00005751	PERSONALITY EVALU	03/27/2024	990.00	990.00	22234	04/16/2024	324	01025310

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1353:					990.00	990.00				
1373	Strand Assoc	0208997	ON CALL WATER ENGI	03/19/2024	1,200.00	1,200.00	22236	04/16/2024	324	07065332
Total 1373:					1,200.00	1,200.00				
1377	Standard Tru	1027708	FLEET- VEHICLE LIFT	03/21/2024	57.30	57.30	22235	04/16/2024	324	01075400
Total 1377:					57.30	57.30				
1379	Suburban La	223634	DRINKING WATER TES	03/29/2024	656.70	656.70	22237	04/16/2024	324	07065306
Total 1379:					656.70	656.70				
1392	SWAHM	April 2024	SWAHM 4-2024	04/01/2024	87,438.63	87,438.63	393	04/01/2024	324	01002438
Total 1392:					87,438.63	87,438.63				
1421	Thomson Re	849922452	SUBSCRIPTION PROD	03/22/2024	1,040.00	1,040.00	22238	04/16/2024	324	01025345
Total 1421:					1,040.00	1,040.00				
1432	Ron Tirapelli	647386	FLEET- UNIT #15 FRO	03/14/2024	599.35	599.35	22231	04/16/2024	324	01075400
		647842	RADIATOR HOSE	03/28/2024	146.64	146.64	22231	04/16/2024	324	01075400
		647842	V BELT	03/28/2024	53.26	53.26	22231	04/16/2024	324	01075400
		647843	FLEET- FUEL CAPS	03/28/2024	43.50	43.50	22231	04/16/2024	324	01075400
Total 1432:					842.75	842.75				
1508	United Meter	4495	METER AND MXU INST	03/26/2024	8,900.00	8,900.00	22239	04/16/2024	324	07095470
Total 1508:					8,900.00	8,900.00				
1521	USABlueBoo	INV0030152	JULIE FLAGS	03/11/2024	207.40	207.40	22240	04/16/2024	324	01035318
		INV0030514	PHOSPHORUS VIAL T	03/13/2024	1,439.20	1,439.20	22240	04/16/2024	324	07085420
		INV0030514	SIMPLIFIED TKN VIAL	03/13/2024	232.00	232.00	22240	04/16/2024	324	07085420
		INV0030514	SHIPPING	03/13/2024	34.61	34.61	22240	04/16/2024	324	07085420
		INV0031058	ORION BOD PROBE	03/20/2024	2,360.00	2,360.00	22240	04/16/2024	324	07085420
Total 1521:					4,273.21	4,273.21				
1548	Verizon Wirel	242- 995987	MONTHLY STATEMENT	03/23/2024	1,099.62	1,099.62	22241	04/16/2024	324	01105350
Total 1548:					1,099.62	1,099.62				
1589	Wescom	20240506	WESCOM MONTHLY DIS	04/01/2024	23,343.58	23,343.58	22242	04/16/2024	324	01025307
Total 1589:					23,343.58	23,343.58				
1605	Will County R	March 2024	MUNICIPAL LIENS	04/01/2024	520.00	520.00	22245	04/16/2024	324	01115325
Total 1605:					520.00	520.00				
1606	Will County F	CrestHill2024	2024 WARRANT SERIV	03/13/2024	4,952.88	4,952.88	22244	04/16/2024	324	01025300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1606:					4,952.88	4,952.88				
1629	Work Zone S	63316	SIGNS	03/26/2024	33.00	33.00	22246	04/16/2024	324	01035400
Total 1629:					33.00	33.00				
1746	Western First	ORD5-01089	REPLENISH FIRST AID	03/26/2024	113.57	113.57	22243	04/16/2024	324	07085402
		ORD5-01089	REPLENISH FIRST AID	03/26/2024	176.59	176.59	22243	04/16/2024	324	07085402
		ORD5-01089	REPLENISH FIRST AID	03/26/2024	158.00	158.00	22243	04/16/2024	324	01035402
Total 1746:					448.16	448.16				
1749	AEP Energy	3013134305	STREET LIGHTS - 1 TH	03/29/2024	502.17	502.17	22187	04/16/2024	324	01035351
Total 1749:					502.17	502.17				
1755	Comcast 877	March 2024	SERVICE TO ADDITIO	03/14/2024	10.51	10.51	22199	04/16/2024	324	01065350
Total 1755:					10.51	10.51				
1798	Blue Collar S	120623	JOHN KEMP - CLOTHI	12/06/2023	202.44	202.44	22195	04/16/2024	324	07065344
Total 1798:					202.44	202.44				
1948	Motorola Sol	8281818026	MOTOROLA Solutio	02/10/2024	3,205.18	3,205.18	22222	04/16/2024	324	01065301
Total 1948:					3,205.18	3,205.18				
1950	Pure Water P	1692756	PAPER STATEMENT F	03/26/2024	3.00	3.00	22226	04/16/2024	324	07085343
		1692757	EAST PLANT WATER	03/26/2024	65.00	65.00	22226	04/16/2024	324	07085343
		1692758	PAPER STATEMENT F	03/26/2024	3.00	3.00	22226	04/16/2024	324	01035343
		1692759	ELROSE WATER	03/26/2024	65.00	65.00	22226	04/16/2024	324	01045343
		1695214	WEST PLANT WATER	03/29/2024	47.50	47.50	22226	04/16/2024	324	07085343
		1695214	PUBLIC WORKS WATE	03/29/2024	65.00	65.00	22226	04/16/2024	324	01035343
Total 1950:					248.50	248.50				
1953	Amazon Capi	1C6R-J3LT-	REPLACEMENT OF RE	03/25/2024	298.00	298.00	22190	04/16/2024	324	01035401
		1CRG-YTTY	SUPPLIES FOR CAFET	03/31/2024	11.76	11.76	22190	04/16/2024	324	01045400
		1VTX-T7HP-	OFFICE SUPPLIES	04/01/2024	58.78	58.78	22190	04/16/2024	324	01025401
		CM#16RD-C	PRINTER	03/29/2024	99.99	99.99	22190	04/16/2024	324	07085401
		16W3-LCLG-	WHITE-OUT	03/28/2024	6.94	6.94	22190	04/16/2024	324	01165401
		16W3-LCLG-	FLASHLIGHTS	03/28/2024	39.99	39.99	22190	04/16/2024	324	01167501
		16W3-LCLG-	POST-IT NOTES	03/28/2024	16.29	16.29	22190	04/16/2024	324	01165401
		16WH-GQN	PRINTER	03/25/2024	99.99	99.99	22190	04/16/2024	324	07085401
		1F16-LF99-7	CLEANING AND UPKE	03/28/2024	129.28	129.28	22190	04/16/2024	324	01105360
		1JLD-F9J9-1	CLOTHING ALLOWAN	03/27/2024	79.02	79.02	22190	04/16/2024	324	01035344
		1TTK-XT31-L	PRINTER	03/27/2024	99.99	99.99	22190	04/16/2024	324	07085401
		1VTX-T7HP-	OFFICE SUPPLIES	03/31/2024	17.58	17.58	22190	04/16/2024	324	01125401
		1WH4-HLP3-	ENGINEERING SCALE	03/26/2024	6.60	6.60	22190	04/16/2024	324	01035401
Total 1953:					764.23	764.23				
1977	AIS Inc	86844	IT HARDWARE FOR CI	04/08/2024	1,824.97	1,824.97	22188	04/16/2024	324	01065400
		86881	AIS MONTHLY INVOIC	04/08/2024	15,000.00	15,000.00	22188	04/16/2024	324	01065301
		86882	AIS MONTHLY INVOIC	04/08/2024	2,020.00	2,020.00	22188	04/16/2024	324	01065301

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1977:					18,844.97	18,844.97				
1988	Heidi Outlaw	March 2024	MEAL REIMBURSEME	03/28/2024	30.00	30.00	22212	04/16/2024	324	01025343
Total 1988:					30.00	30.00				
2003	Endustra Filt	P241066-3	ENDUSTRA TRI-VENT	03/26/2024	672.00	672.00	22208	04/16/2024	324	07085366
		P241066-3	FREIGHT	03/26/2024	58.00	58.00	22208	04/16/2024	324	07085366
Total 2003:					730.00	730.00				
2024	Comcast Bus	197394323	COMCAST MONTHLY	03/15/2024	7,894.54	7,894.54	22200	04/16/2024	324	01065301
Total 2024:					7,894.54	7,894.54				
2035	ILCMA	5183	EMPLOYMENT POSTIN	04/02/2024	50.00	50.00	22214	04/16/2024	324	01105321
Total 2035:					50.00	50.00				
2043	Donald E. Mo	March 2024	REVEIW & INSPECTIO	03/31/2024	3,585.00	3,585.00	22207	04/16/2024	324	01165300
Total 2043:					3,585.00	3,585.00				
2071	ComEd 0904	March 2024	CITY CENTER STREET	03/27/2024	196.63	196.63	22201	04/16/2024	324	01035351
Total 2071:					196.63	196.63				
2073	David Strahl	10	TEMP HR	03/28/2024	3,332.00	3,332.00	22205	04/16/2024	324	07094100
Total 2073:					3,332.00	3,332.00				
2074	MGT of Amer	GHR 01-001	COMMUNITY ECONOM	03/19/2024	6,953.95	6,953.95	22220	04/16/2024	324	01105300
		MGT35429	TEMPORARY EMPLOY	03/28/2024	21,280.00	21,280.00	22220	04/16/2024	324	01105300
		MGT35430	TEMPORARY EMPLOY	03/28/2024	13,860.00	13,860.00	22220	04/16/2024	324	01165300
Total 2074:					42,093.95	42,093.95				
Grand Totals:					552,644.53	552,616.73				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 04/01/2024,04/16/2024