

City Council Work Session Crest Hill, IL April 14, 2025 7:00 PM Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

# Agenda

- 1. A Resolution Approving an Engagement Letter with Chapman and Cutler, LLP in an Amount not to Exceed \$45,000.00 for Funding through the Water Pollution Control Loan Program (Administered by the Illinois EPA) of Certain Capital Projects Required for the City's Conversion to Lake Michigan Water
- 2. Request for Approval of Pay Request #27 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,076,112.10
- 3. Update DRAFT of the FY 2025/2026 Budget
- 4. Proposed Succession Plan for COIRC of Wastewater
- 5. Organizational Structure Change in Public Works
- 6. Commissioner Reappointments
- <u>7.</u> Discussion to Approve and Authorize the First Amendment to the Purchase and Sale Agreement for 1610 Plainfield Rd.
- 8. Public Comments
- 9. Mayor's Updates
- 10. Committee/Liaison Updates
- 11. City Administrator Updates

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

## Agenda Memo

**Crest Hill, IL** 



Meeting Date:	April 14, 2025
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A Resolution approving an engagement letter with Chapman and Cutler, LLP in an amount not to exceed \$45,000.00 for funding through the Water Pollution Control Loan Program (Administered by the Illinois EPA) of certain capital projects required for the city's conversion to Lake Michigan Water.

Summary: As part of the process to secure funding for the Capital projects required for the city's switch to Lake Michigan Water Supply, the city will need to engage Chapman and Cutler as our bond council to secure funding through the Water Pollution Control Loan Program as administered by the IEPA. Chapman and Cutler have done previous work with the city when using this funding stream. The bond amount for approval is 32 million and it is to cover the remaining city required capital projects for the new water supply through the Grand Prairie Water Commission.

Recommended Council Action: A Resolution approving an engagement letter with Chapman and Cutler, LLP in an amount not to exceed \$45,000.00 for funding through the Water Pollution Control Loan Program (Administered by the Illinois EPA) of certain capital projects required for the city's conversion to Lake Michigan Water.

## **Financial Impact:**

Funding Source: FY 2026 Water Fund

Budgeted Amount: \$355,000.00

Cost: 45,000.00

#### **Attachments:**

Res. Approving Ch. Cutler Eng.itr

Engagement letter-city iepa bond (2) 4916-1133-3167 v1

## RESOLUTION \_\_\_\_\_

## A RESOLUTION APPROVING AN ENGAGEMENT LETTER WITH CHAPMAN AND CUTLER, LLP IN AN AMOUNT NOT TO EXCEED \$45,000.00 FOR FUNDING THROUGH THE WATER POLLUTION CONTROL LOAN PROGRAM (ADMINISTERED BY THE ILLINOIS EPA) OF CERTAIN CAPITAL PROJECTS REQUIRED FOR THE CITY'S CONVERSION TO LAKE MICHIGAN 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, 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, Chapman and Cutler, LLP (the "Company"), is in the business of, *inter alia*,

providing legal services in connection with the issuance of revenue bonds (the "Services"); and

**WHEREAS,** the City Council has previously determined to create the Grand Prairie Water Commission and to transition the City's water supply from deep wells to Lake Michigan water by the year 2030; and

**WHEREAS**, the City Council has previously sought and obtained funding through the Water Pollution Control Loan Program (administered by the Illinois Environmental Protection Agency) for certain water system infrastructure improvements to enable the transition to Lake Michigan water by the year 2030; and

**WHEREAS**, to secure said funding, the City Council has previously determined that the "Services" provided by the Company are necessary to secure said funding and has engaged the Company regarding other loan program funds and projects and have engaged the Company on prior occasions; and

**WHEREAS**, there are certain capital projects yet to be funded to complete the transition to Lake Michigan water by the year 2030; and

WHEREAS, the City Council desires to engage the Company to provide the Services

and the Company is ready, willing, and able to perform the Services for the City; and

**WHEREAS**, the Company has presented the City with an Engagement Letter (the "Agreement") for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as <u>Exhibit A</u> 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 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 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:** 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 the Company.

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

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

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

PASSED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

Aye Nay Absent Abs	tain
Alderwoman Jennifer Methvin	
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 \_\_\_\_, 2025.

Raymond R. Soliman, Mayor

# EXHIBIT A (Engagement Letter)



Lawrence E. White

Chapman and Cutler LLP 320 South Canal Street, 27th Floor Chicago, Illinois 60606 Item 1.

T 312.845.3426 F 312.516.3926 white@chapman.com

# Exhibit A

March 28, 2025

Mr. Tony Graff Interim City Administrator City of Crest Hill 20600 City Center Boulevard Crest Hill, Illinois 60403

> Re: City of Crest Hill, Will County, Illinois (the *"City"*) Waterworks and Sewerage System Revenue Bonds, IEPA, Series 2025

Dear Tony:

We are pleased to provide an engagement letter for our services as bond counsel for the bonds in reference (the *"Bonds"*). For convenience and clarity, we may refer to the City in its corporate capacity and to you, the City officers (including the governing body of the City) and employees and general and special counsel to the City, collectively as *"you"* (or the possessive *"your"*). You have advised us that the purpose of the issuance of the Bonds, briefly stated, is to provide for improvements to the waterworks and sewerage system of the City. You are retaining us for the limited purpose of rendering our customary approving legal opinion as described in detail below.

A. DESCRIPTION OF SERVICES

As Bond Counsel, we will work with you and the following persons and firms: the underwriters or other bond purchasers who purchase the Bonds from the City (all of whom are referred to as the *"Bond Purchasers"*), counsel for the Bond Purchasers, financial advisors, trustee, paying agent and bond registrar and their designated counsel (you and all of the foregoing persons or firms, collectively, the *"Participants"*). We intend to undertake each of the following (the *"Services"*) as necessary:

1. Review relevant Illinois law, including pending legislation and other recent developments, relating to the legal status and powers of the City or otherwise relating to the issuance of the Bonds.

2. Obtain information about the Bond transaction and the nature and use of the facilities or purposes to be financed or, for any portion of the Bonds to be issued for



refunding purposes, the facilities or purposes financed with the proceeds of the bonds to be refunded (the *"Project"*).

3. Review the proposed timetable and consult with the Participants as to the issuance of the Bonds in accordance with the timetable.

4. Prepare or review major Bond documents, including tax compliance certificates, review the bond purchase agreement, if applicable, and, at your request, draft descriptions of the documents which we have drafted. We understand that the Bonds will be purchased by the Illinois Environmental Protection Agency (the *"Purchaser"*) and that the Purchaser will independently perform its due diligence investigation with respect to the Bonds.

5. Prepare or review all pertinent proceedings to be considered by the governing body of the City; confirm that the necessary quorum, meeting and notice requirements are contained in the proceedings and draft pertinent excerpts of minutes of the meetings relating to the financing.

6. Attend or host such drafting sessions and other conferences as may be necessary, including a preclosing, if needed, and closing; and prepare and coordinate the distribution and execution of closing documents and certificates, opinions and document transcripts.

7. Render our legal opinion regarding the validity of the Bonds and the source of payment for the Bonds, which opinion (the *"Bond Opinion"*) will be delivered in written form on the date the Bonds are exchanged for their purchase price (the *"Closing"*). The Bond Opinion will be based on facts and law existing as of its date. Please see the discussion below at Part D. Please note that our opinion represents our legal judgment based upon our review of the law and the facts so supplied to us that we deem relevant and is not a guarantee of a result.

B. LIMITATIONS; SERVICES WE DO NOT PROVIDE

Our Services as Bond Counsel are limited as stated above. Consequently, unless otherwise agreed pursuant to a separate engagement letter, our Services *do not* include:

1. Giving any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, including, without limitation, the undertaking of the Project, the investment of Bond proceeds, the making of any investigation of or the expression of any view as to the creditworthiness of the City, of the Project or of the Bonds or the form, content, adequacy or correctness of the financial statements of the City. We will not offer you financial advice in any capacity beyond that constituting services of a traditionally legal nature.



2. Except as described in Paragraph (A)(5) above, assisting in the preparation or review of an official statement or any other disclosure document with respect to the Bonds (which may be referred to as the "Official Statement") or performing an independent investigation to determine the accuracy, completeness or sufficiency of the Official Statement or rendering any advice, view or comfort that the Official Statement does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Please see our comments below at Paragraphs (D)(5) and (D)(6).

3. Independently establishing the veracity of certifications and representations of you or the other Participants. For example, we will not review the data available on the Electronic Municipal Market Access system website created by the Municipal Securities Rulemaking Board (and commonly known as "EMMA") to verify the information relating to the Bonds to be provided by the Bond Purchasers, and we will not undertake a review of your website to establish that information contained corresponds to that which you provide independently in your certificates or other transaction documents.

4. Supervising any state, county or local filing of any proceedings held by the governing body of the City incidental to the Bonds.

5. Preparing any of the following — requests for tax rulings from the Internal Revenue Service (the *"IRS"*), blue sky or investment surveys with respect to the Bonds, state legislative amendments or pursuing test cases or other litigation.

6. Opining on securities laws compliance or as to the continuing disclosure undertaking pertaining to the Bonds; and, after the execution and delivery of the Bonds, providing advice as to any Securities and Exchange Commission investigations or concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

7. Any other services not specifically set forth above in Part A.

## C. ATTORNEY-CLIENT RELATIONSHIP; REPRESENTATION OF OTHERS

Upon execution of this engagement letter, the City will be our client, and an attorney-client relationship will exist between us. However, our Services as Bond Counsel are limited as set forth in this engagement letter, and your execution of this engagement letter will constitute an acknowledgment of those limitations. Also please note that the attorney-client privilege, normally applicable under state law, may be diminished or non-existent for written advice delivered with respect to Federal tax law matters.



This engagement letter will also serve to give you express written notice that from time to time we represent in a variety of capacities and consult with most underwriters, investment bankers, credit enhancers such as bond insurers or issuers of letters of credit, ratings agencies, investment providers, brokers of financial products, financial advisors, banks and other financial institutions and other persons who participate in the public finance market on a wide range of issues. Prior to the execution of this engagement letter we may have consulted with one or more of such firms regarding the Bonds including, specifically, the Bond Purchasers. We are advising you, and you understand that the City consents to our representation of it in this matter, notwithstanding such consultations, and even though parties whose interests are or may be adverse to the City in this transaction are clients in other unrelated matters. Your acceptance of our services constitutes consent to these other engagements. Neither our representation of the City nor such additional relationships or prior consultations will affect, however, our responsibility to render an objective Bond Opinion.

Your consent does not extend to any conflict that is not subject to waiver under applicable Rules of Professional Conduct, or to any matter that involves the assertion of a claim against the City or the defense of a claim asserted by the City. In addition, we agree that we will not use any confidential non-public information received from you in connection with this engagement to your material disadvantage in any matter in which we would be adverse to you.

Further, this engagement letter will also serve to give you express notice that we represent many other municipalities, school districts, park districts, counties, townships, special districts and units of local government both within and outside of the State of Illinois and also the State itself and various of its agencies and authorities (collectively, the *"governmental units"*). Most but not all of these representations involve bond or other borrowing transactions. We have assumed that there are no controversies pending to which the City is a party and is taking any position which is adverse to any other governmental unit, and you agree to advise us promptly if this assumption is incorrect. In such event, we will advise you if the other governmental unit is our client and, if so, determine what actions are appropriate. Such actions could include seeking waivers from both the City and such other governmental unit or withdrawal from representation.

We anticipate that the City will have its general or special counsel available as needed to provide advocacy in the Bond transaction and has had the opportunity to consult with such counsel concerning the conflict consents and other provisions of this letter; and that other Participants will retain such counsel as they deem necessary and appropriate to represent their interests.



## D. OTHER TERMS OF THE ENGAGEMENT; CERTAIN OF YOUR UNDERTAKINGS

Please note our understanding with respect to this engagement and your role in connection with the issuance of the Bonds.

1. In rendering the Bond Opinion and in performing any other Services hereunder, we will rely upon the certified proceedings and other certifications you and other persons furnish us. Other than as we may determine as appropriate to rendering the Bond Opinion, we are not engaged and will not provide services intended to verify the truth or accuracy of these proceedings or certifications. We do not ordinarily attend meetings of the governing body of the City at which proceedings related to the Bonds are discussed or passed unless special circumstances require our attendance.

2. The factual representations contained in those documents which are prepared by us, and the factual representations which may also be contained in any other documents that are furnished to us by you are essential for and provide the basis for our conclusions that there is compliance with State law requirements for the issue and sale of valid bonds. Accordingly, it is important for you to read and understand the documents we provide to you because you will be confirming the truth, accuracy and completeness of matters contained in those documents at the issuance of the Bonds.

3. If the documents contain incorrect or incomplete factual statements, you must call those to our attention. We are always happy to discuss the content or meaning of the transaction documents with you. Any untruth, inaccuracy or incompleteness may have adverse consequences affecting either the tax exemption of interest paid on the Bonds or the adequacy of disclosures made in the Official Statement under the State and Federal securities laws, with resulting potential liability for you. During the course of this engagement, we will further assume and rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security. We understand that you will cooperate with us in this regard.

4. You should carefully review all of the representations you are making in the transaction documents. We are available and encourage you to consult with us for explanations as to what is intended in these documents. To the extent that the facts and representations stated in the documents we provide to you appear reasonable to us, and are not corrected by you, we are then relying upon your signed certifications for their truth, accuracy and completeness.

5. Issuing the Bonds as "securities" under State and Federal securities laws and on a tax-exempt basis is a serious undertaking. As the issuer of the Bonds, the City is obligated under the State and Federal securities laws and the Federal tax laws to disclose all material



facts. The City's lawyers, financial advisers and bankers can assist the City in fulfilling these duties, but the City in its corporate capacity, including your knowledge, has the collective knowledge of the facts pertinent to the transaction and the ultimate responsibility for the presentation and disclosure of the relevant information.

6. As noted, the members of the governing body of the City also have duties under the State and Federal securities and tax laws with respect to these matters and should be knowledgeable as to the underlying factual basis for the bond issue size, use of proceeds and related matters.

7. We are also concerned about the adoption by the City of the gift ban provisions of the State Officials and Employees Ethics Act, any special ethics or gift ban ordinance, resolution, bylaw or code provision, any lobbyist registration ordinance, resolution, bylaw or code provision or any special provision of law or ordinance, resolution, bylaw or code provision relating to disqualification of counsel for any reason. We are aware of the provisions of the State Officials and Employees Ethics Act and will assume that you are aware of these provisions as well and that the City has adopted proceedings that are only as restrictive as such Act. However, if the City has stricter provisions than appear in such Act or has adopted such other special ethics or lobbyist provisions, we assume and are relying upon you to advise us of same.

#### E. FEES

As is customary, we will bill our fees as Bond Counsel on a transactional basis instead of hourly. Disbursements and other non-fee charges are included in our fees for professional services. Factors which affect our billing include: (a) the amount of the Bonds; (b) an estimate of the time necessary to do the work; (c) the complexity of the issue (number of parties, timetable, type of financing, legal issues and so forth); (d) recognition of the partially contingent nature of our fee, since it is customary that in the case no financing is ever completed, we render a greatly reduced statement of charges; and (e) a recognition that we carry the time for services rendered on our books until a financing is completed, rather than billing monthly or quarterly.

Based upon our current understanding of the terms, structure, size and schedule of the proposed financing, the duties we will undertake pursuant to this engagement letter, the time we estimate will be necessary to effectuate the transaction and the responsibilities we will assume, we expect that our fee will be \$45,000.

Our statement of charges is customarily rendered and paid at Closing, or in some instances upon or shortly after delivery of the bond transcripts; we generally do not submit any statement for fees prior to the Closing, except in instances where there is a substantial



delay from the expected timetable. In such instances, we reserve the right to present an interim statement of charges. If, for any reason, the Bonds are not issued or are issued without the rendition of our Bond Opinion as bond counsel, or our services are otherwise terminated, we expect to negotiate with you a mutually agreeable compensation.

The undersigned will be the attorney primarily responsible for the firm's services on this Bond issue, with assistance as needed from other members of our bond, securities and tax departments.

#### F. END OF ENGAGEMENT AND POST-ENGAGEMENT; RECORDS

Our representation of the City and the attorney-client relationship created by this engagement letter will be concluded upon the issuance of the Bonds. Nevertheless, subsequent to the Closing, we will prepare and provide the Participants a bond transcript in a CD-ROM format pertaining to the Bonds.

Please note that you are engaging us as special counsel to provide legal services in connection with a specific matter. After the engagement, changes may occur in the applicable laws or regulations, or interpretations of those laws or regulations by the courts or governmental agencies, that could have an impact on your future rights and liabilities. Unless you engage us specifically to provide additional services or advice on issues arising from this matter, we have no continuing obligation to advise you with respect to future legal developments.

This will be true even though as a matter of courtesy we may from time to time provide you with information or newsletters about current developments that we think may be of interest to you. While we would be pleased to represent you in the future pursuant to a new engagement agreement, courtesy communications about developments in the law and other matters of mutual interest are not indications that we have considered the individual circumstances that may affect your rights or have undertaken to represent you or provide legal services.

At your request, to be made at or prior to Closing, any other papers and property provided by the City will be promptly returned to you upon receipt of payment for our outstanding fees and client disbursements. All other materials shall thereupon constitute our own files and property, and these materials, including lawyer work product pertaining to the transaction, will be retained or discarded by us at our sole discretion. You also agree with respect to any documents or information relating to our representation of you in any matter which have been lawfully disclosed to the public in any manner, such as by posting on EMMA, your website, newspaper publications, filings with a County Clerk or Recorder or with the Secretary of State, or otherwise, that we are permitted to make such documents or





information available to other persons in our reasonable discretion. Such documents might include (without limitation) legal opinions, official statements, resolutions or ordinances, or like documents as assembled and made public in a governmental securities offering.

In addition, we employ cloud-based applications to transmit and to store some or all information concerning this engagement, including the confidential or personal information you provide us. This means that the information you provide with respect to this engagement will not necessarily be stored within our firm or our network, but rather on a third-party's servers, which is commonly referred to as being stored in the cloud. We have reviewed the terms of use, policies, procedures and security practices of each cloud provider we use and your information will be encrypted while in transit to that third party's servers and while at rest in the cloud. While we cannot provide any type of guarantee about the security of the information stored in the cloud, we have concluded the respective cloud providers' practices are compatible with our professional obligations regarding confidential treatment of your information. If you have any concerns about the cloud applications we use please contact us and we will be glad to discuss them further with you.



#### G. YOUR SIGNATURE REQUIRED

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer not later than 30 days after the date of this letter, retaining the original for your files. Please note that if we perform Services prior to your executing this engagement letter, this engagement letter shall be effective as of the date we have begun rendering the Services. We will provide copies of this letter to certain of the Participants to provide them with an understanding of our role. We look forward to working with you.

Very truly yours,

 $CHAPMAN \ AND \ CUTLER \ LLP$ 

By

Lawrence E. White

Accepted and Approved:

CITY OF CREST HILL, WILL COUNTY, ILLINOIS

By:		

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 2025

LEW/SGP Enclosure

## Agenda Memo



**Crest Hill, IL** 

Date:	4/09/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Agenda Item:	Approval of Pay Request #27 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,076,112.10

#### **Summary:**

Strand Engineering and Staff have reviewed the attached pay requests from Vissering Construction Inc for the West Plant Expansion Project and are asking the council to approve these along with the invoice in the list of bills. Vissering's pay request #27 is \$1,076,112.10 for work performed between March 1 and March 31, 2025. 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 #27 from Vissering Construction Inc. with direction to send it to the IEPA for approval and disbursement for a total amount of \$1,076,112.10.

#### **Financial Impact:**

See attached memo and application for payment from Strand Engineering

#### **Attachments:**

Memo and application for payment from Strand Engineering Pay Request #27

Strand Associates, Inc.<sup>®</sup> 1170 South Houbolt Road Joliet, IL 60431 (P) 815.744.4200 www.strand.com



April 9, 2025

Mr. Julius Hansen, Interim Director of Public Works City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Re: Crest Hill West Sewage Treatment Plant Improvements Contract 1-2022 City of Crest Hill, Illinois (City)

Dear Mr. Hansen:

Enclosed are Pay Application No. 27, waivers of lien, certified payroll, American Iron and Steel documentation, and apprenticeship reporting forms for the City's West Sewage Treatment Plant Improvements project. A summary of the Contract status is shown on the enclosed Application for Payment.

For Pay Application No. 27, Vissering Construction Company (Contractor) is requesting a total of \$1,076,112.10 for the work performed between March 1 and March 31, 2025. Please refer to its breakdown of values in the enclosed pay application. Specifically, this value includes a variety of items such as general conditions; overhead and profit; concrete work at Structure 30; various metal fabrications and handrails; installation of overhead doors; various interior plumbing in Structures 15, B20, 30, C45, and D50; ductwork installation; and electrical work and conduit installation in various structures. Additionally, the electrical subcontractor requested a reorganization of its pay request values, which is reflected now in this pay application and going forward. Strand Associates, Inc.<sup>®</sup> has reviewed the pay application submitted by Contractor and recommends the Application for Payment request in the amount of \$1,076,112.10.

The current total Contract amount is \$49,460,138.00. There have been eight change orders to date. Total work completed through March 31, 2025, is \$35,165,126.92. A total of \$2,473,006.90 is being held in retainage, in accordance with the Contract Documents.

Sincerely,

STRAND ASSOCIATES, INC.\*

Dominic Hattene

Dominic L. Gattone, P.E.

Enclosures

DLG:amni\S/UOL\3800--3899\3894\048\Construction\Pay Requests\27- March 2025\To OP\0. Crest Hill Payment Recommendation to Owner - West.docx

SUMMARY SHEET (Use with AP2 or AP3)

APPLICATION FOR PAYMENT
ATTN: JULIUS HANSEN, INTERIM PUBLIC WORKS DIRECTOR
OWNER: 20600 CITY CENTER BLVD, CREST HILL,
IL 60403
CONTRACTOR: VISSERING CONSTRUCTION
COMPANY
APPLICATION FOR PAYMENT
PROJECT: W. SEWAGE TREATMENT PLANT
IMPROVEMENTS
CONTRACT: 1-2022 (11108.00)

03.31.2025

PAYMENT APPLICATION NO.: 27

CONTRACT AMOUNT	
ORIGINAL CONTRACT AMOUNT	\$50,640,000.00
PLUS: ADDITIONS TO CONTRACT	\$258,286.00
LESS: DEDUCTIONS FROM CONTRACT	\$1,438,148.00
ADJUSTED CONTRACT AMOUNT TO DATE	\$49,460,138.00
WORK PERFORMED	
COST OF WORK COMPLETED	\$35,165,126.92
PLUS MATERIALS STORED (ATTACH SCHEDULE)	\$0.00
NET AMOUNT EARNED TO DATE	\$35,165,126,92
LESS AMOUNT OF RETAINAGE	\$2,473,006,90
SUBTOTAL	\$32,692,120.02
LESS PREVIOUS PAYMENTS	\$31,616,007.92
AMOUNT DUE THIS APPLICATION	\$1,076,112.10

CONTRACTOR's Certification:

The undersigned CONTRACTOR certifies, to the best of its knowledge, the following: (1) All previous progress payments received from OWNER on account of Work done under the Contract have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment; (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to OWNER at time of payment free and clear of all Liens, security interests, and encumbrances (except such as covered by a bond acceptable to OWNER Indemnifying OWNER against any such Liens, security interest, or encumbrances); and (3) All Work covered by this Application for Payment is in accordance with the Contract Documents and

VISSERING CONSTRUCTION COMPANY CONTRACTOR BY: 14110 (Authorized Signature) BY:

: \_\_\_\_\_Tony Marzetta, Project Manager \_\_\_\_\_ (Print Name)

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

2025 STRAND ASSOCIATES, INC ® nonec BY: (Authorized Signature) minic (5 BY. (Print Name

#### STRAND ASSOCIATES, INC ®. 12/20

pril

DATED/

• • •

AP5

. .

		Contractor's Application for Payment No.	pplication for	Payment No. 27	
		Application Period	Application Period: 03.01.2025 - 03.31.2025	Application Date: 03.31.2025	
To (Owner) CITY OF CREST HILL, IL; ATTN: J.HAN 20600 CITY CENTER BLVD, CREST HILL, IL 60403	r hill, IL; ATTN: J.HANSEN D, CREST HILL, IL 60403	From (Contractor); VISSERING CONSTRUCTION COMPANY	TION COMPANY	Via (Engineer): STRAND ASSOCIATES	
Project: W. SEWAGE TREATMENT PLANT IMPROVEMEN	L PLANT IMPROVEMENTS	Contract: GENERAL CONSTRUCTION	STRUCTION		
Owner's Contract No.		Contractor's Project No.:	11108.00	Engineer's Project No.: 1-2022	
	Application For Payment				
Approved Change Orders	Change Order Summary		1 OBIGINAL CONTRACT PRICE		
Number	Additions	Deductions		VINGLAN COMMAND FAUEsimminianianianianianianianianiani. Net change hy Change Ordere	
1	\$45,297.00	(\$1,383,338,00)		- O'UCI.Sammanananananananananananananananananan	
~	\$19,757.00			TOTAL COMPLETED AND STORED TO DATE	2 49,460,158.00
3	\$9,362.00	(\$16,295,00)		is Fertimetry	
4	\$45,205.00	(\$1,807.00)	5. RETAINAGE:		7670714001425 6
5	\$26,445.00	(\$16,673.00)	9.5%	X \$ 49 460 138 00 Work Completed	
6	\$56,463.00	(\$20,035.00)			0/-000-24
7			c. Total F	ainsee (Line 5a + Lin	
8	\$55,757.00		6. AMOUNT ELIGIBL	6. AMOUNT ELIGIBLE TO DATE (Line 4., tine 5.)	27.607.170.00
TOTALS	\$258,286,00	(\$1,438,148.00)	7. LESS PREVIOUS PA	7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	
NET CHANGE BY CHANGE ORDERS	(\$1,179,\$62.00)	62.00)	8. AMOUNT DUE THIS APPLICATION	APPLICATION	
			(Column G on Progres	Column G on Progress Estimate + Line S above)	S 16.768,017.98
Contractor's Certification					
payments received from Owner payments received from Owner account to discharge Contracto	Are conversioned from Contractor during that our evest or its Anowledge: (1) all previous progress payments received from Overe on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment: (2) title of all Work, materials and equipment incorporated in said	cc (1) all previous progress Contract have been applied on connection with Work covered by equipment incorporated in said		(Line 8 or other - attach explanation of the other amount)	: amount)
payment free and clear of all Li payment free and clear of all Li a Bond acceptable to Owner in	work of outerwise instead in or covered by finits Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances).	tent will pass to Owner at time of nees (except such as are covered by Liens, security interest or	is recommended by:	(Engineer)	(Date)
Contract Documents and is not defective.	communications), and (a) all work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.	iyment is in accordance with the	Payment of: \$		
				(Line 8 or other - attach explanation of the other amount)	amount)
			is approved by:		
Bu C All		3444 CA 10		(Owner)	(Date)
Tony Marzetta, Project Manager	ijeet Manager	2702-20140	- Approved by:	Funding Agency (if applicable)	(Date)
	© 31	Endorsed by the Construction Specifications Institute. EJCDC C-620 Contractor's Application for Payment of 2007 National Society of Professional Encineers for EJCDC. All richts reserved	Endorsed by the Construction Specifications Institute. EJCDC C-620 Contractor's Application for Payment al Society of Professional Envincent for FJCDC All	johite reservived	
		Page 2 c	Page 2 of 37 Pages	יובייו איביוג וויביו	



To:	Mayor Soliman and City Council
From:	Glen Conklin, Treasurer and Glenn Gehrke, Director of Finance
Date:	April 21, 2025
Re:	Approval of the Fiscal Year 2025~2026 Budget

Honorable Mayor and City Council:

The City Staff and I are pleased to present the Fiscal Year 2025~2026 annual municipal budget which includes projections for the Fiscal Year beginning May 1, 2025 and ending April 30, 2026.

## **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 the 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 on how the City's resources will be expended.

The City's goal is to verify that it provides 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 operation 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 and adopt its upcoming fiscal year budget by April 30<sup>th</sup> of each fiscal year.

## **Budget Highlights**

A municipality has a balanced budget when its total anticipated revenues equal or exceed its total planned expenditures. This means the municipality's income is sufficient to cover its planned spending for the fiscal year. Key factors determining a balanced budget include revenue stability, expenditure predictability, and the use of fund balances.

Municipalities' proper management of fund balances, accumulating and utilizing fund balances for capital projects to ensure their long-term financial stability is essential for a balanced budget. Another tool for proper financial management is the use of debt to finance capital projects.

In essence, a municipality achieves a balanced budget by carefully managing its revenues and expenditures, maintaining appropriate fund balances, and considering both short-term and long-term financial needs.

Thus, the proper use of managing revenues and expenditures for operating accounts is one aspect of proper financial management and a balance budget. Also necessary for proper financial management is the use of debt financing and fund balance for capital expenditures.

The Annual Comprehensive Financial Report, April 30, 2024 reported cash balances of \$26,637,724 (does not include funds held by the Police Pension Fund). Adjusted for the FY 2025 Budget brings the balance to \$20,061,612. The FY 2026 Budget is forecasted to finish the year

with \$17,443,930. Minimum recommended (as per Government Finance Officers Association (GFOA)) amounts are 60 days or 2 months of expenditures for each General Funds and Enterprise Funds. The City's expenditures for both General Funds and Enterprise Funds is \$1,000,000 per month. That would require \$2,000,000 for each, or a total of \$4,000,000. This budget will give the City 8.5 months for both General Funds and Enterprise Funds.

In terms of rating agencies, Moody's typically aligns municipalities with 35% or more excess revenues with a AAA rating. AA ratings are between 35% and 25%. The City will have 70.8% reserves.

This budget shows a balanced operational budget for the General Fund with a \$6,056 surplus and Enterprise Funds with a \$2,362,051 surplus. Surplus balances will be rolled over to the fund balances to be used in future capital expenditures.

Below is a summary of highlights of the General Fund:

General Fund revenues are projected to increase by 2.08%, while expenditures are projected to increase by 2.21%.

Property tax for tax year 2024 to be collected in calendar year 2025 totals \$2,692,198. These funds will be split between the General Fund, \$1,212,213 (45%) and the Police Pension Fund, \$1,479,985 (55%). Per ordinance the City will contribute the Audited Recommended Contribution amount, as stated in the FY 2024 Municipal Compliance Report, \$1,359,021, plus and additional \$150,000 (totaling \$1,509,021). The additional contributions will continue until the funded ratio reaches 80%, at which time, the city council will review the need for an additional \$150,000 contribution. The fund ratio as of April 2024 was 76%. The City will make an additional contribution of \$29,036.

Currently, there is a 4% placeholder in this budget for non-union employees for merit and COLA increase, to be determined by City Council later. Other additional personnel recommendations include two additional police officers.

Increases for employees covered by collective bargaining agreements are as follows: MOE  $-\,4\%$  MAP  $-\,3.5\%$ 

Enterprise Operations revenues are projected to increase by 23.76%, due to the rate increases required for the Grand Prairie Water Commission capital projects coming in the near future. At this point, Enterprise expenditures are projected to increase by 3.70%.

The current revenue projections for the General Fund do include the state shared revenue projections, which have been provided by the IML. The revenue categories that are allocated on a per-capita basis (population) include:

• State Income Tax

- Statue Use Tax
- Cannabis Tax
- Motor Fuel Tax (in a separate fund, as it is a restricted account)

The City has been awarded a \$250,000 grant for the purchase of 4 police vehicles. Additionally, this budget includes a fifth vehicle to be purchased with City funds. These vehicles are beginning replaced per the City's Capital Replacement Program. Replaced vehicles will be sold off with funds to be used to offset any vehicle equipment that cannot be re-utilized.

IT services are outsourced. The provider has worked with the City to reduce expenditures by reviewing existing agreements the City has with for services. This oversight enabled savings of 3% over the current budget. This is still an ongoing project and future savings are forecast during FY 2026.

The City has agreed to a settlement with the state department of corrections to recover outstanding payment for water services. The amount is \$814,701.62. Payment is expected in FY 2026.

## **Capital Projects**

Ron Wiedeman, City Engineer, has put together this list of capital projects currently underway with the City.

Below are the Capital Projects and MFT Funding request by the Engineering Department for inclusion in the FY 2026 budget.

## Motor Fuel Tax (MFT)

Contractual Services (Traffic Signal Repairs and Roadway Crack Control

• \$85,000.00

Engineering Design and Construction Engineering (Sidewalk Cutting;SN099-203 Caton Farm Rd Over EJ&E RR; Pavement Rating Update, Bridge and Culvert Inspection Services; Construction Testing and Misc Engineering)

• \$193,750.00

Materials and Supplies (Salt and Brine Purchase; Pavement Marking [Oakland and Gaylord RR Quite Zones; Retro Reflectivity Sign Program)

• \$190,000.00

MFT General Capital Construction (Patching-Rock Run, Caton Farm Rd, Lynwood, Greengold and Root West of Grandview); Sidewalk Cutting; Sidewalk and Concrete R & R Program)

• \$470,000.00

Total MFT = \$938,750.00

#### Capital Projects Fund

This year's budget focus will be road improvements throughout the City of Crest Hill.

- 2025 Street Rehabilitation Locations-as presented to council on October 21,02024 are as follows
  - Loch Ln. from Gaylord to Carlton St.
  - Abbey Ln. from Loch Ln. to Prestwick Dr.
  - Prestwick Dr. from Abby Ln. to East End.
  - Scott Court
  - Crestwood Dr. from Donmaur Dr. to Lynwood St.
  - Lynwood St. from Grandview to Imperial Dr.
  - Elsie Ave from Kelly to Clement St.
  - Rose Ave from Kelly to Clement St.
  - Ludwig Ave from Wilcox to Clement St.

Total = \$1,400,000.00

- Capital Engineering-Street Rehabilitation Design-\$175,000.00
- Division West of Weber Roadway Reconstruction-\$1,650,000.00
   Paid with DCEO Loan of \$1,400,000.00
- Lidice at Churnovic Widening-Truck Route-\$200,000.00
- Theodore Retaining Walls at Cora and Kelly-\$500,000.00

Total Fund Amount = \$2,350,000.00

#### Water/Sewer Capital Projects Fund

The Water/Sewer Capital Projects fund was created to manage the capital improvements for the city's existing water/sewer infrastructure and new water infrastructure project due to the city's inclusion into the Grand Prairie Water Commission (GPWC). In 2030 the city will be making a switch to a new water supply from Lake Michigan and the GPWC improvements are required to make a seamless transition from the city existing well system to this new water supply. Funding from outside sources (IEPA, DCEO and CDBG) has been secured to help pay for portions of this work.

Listed below are the Capital Water/Sewer Capital Expenses that have been included in the FY 2026 budget.

- Water Main Replacement
  - Innercircle from Hosmer Ln to Marlboro Dr.
  - Oakland From Pasadena to Ludwig
  - Hillcrest Shopping Center-Phase 1

Total = \$3,100,000.00

- Watermain Lining Broadway from Chaney to Theodore and Theodore to West of Center. Total=\$4,400,000.00.
- Wellhouses Chemical Feed Project-\$100,000.00
- Well Maintenance-\$30,000.00
- Technology Upgrade SCADA-\$25,000.00
- Caton Farm Water Main (GPWC)-\$1,600,000.00
- Eastern and Western Receiving Station and 3.5 M Storage Tank-GPWC -\$5,000,000.00
- Sanitary Sewer Lining and Repair-\$500,000.00
- Public Works Equipment and Vehicles-\$275,000.00

Total Fund Amount (of which \$9,922,392.00 will be reimbursed through the IEPA, DCEO and CDBG grants) = \$15,030,000.00

#### West Plant Rehabilitation Fund

This fund is used to track expenditures related to improvements to the city's West Wastewater Treatment Plant. The project is currently scheduled to be completed by the end of 2026. The project is being funded through an IEPA loan for an amount of \$49,500,000.00 paid back at an interest rate of 0.73% for a 30-year period once the project is completed. All costs above the \$49,500,000.00 are at the city expense. Currently the only item being paid by the city is for the project construction engineering and construction testing.

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

Construction Costs to be reimbursed from the IEPA	\$16,500,000.00
West Plant construction engineering costs	\$830,075.00
West Plant Construction Testing costs	\$75,000.00
Loan Interest Payments Total Fund Amount (of which \$16,500,000.00 will be reim	\$350,000.00 (bursed through the IEPA)

\$17,755,075.00

Below is a summary of what this budget work session will cover:

- 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
- Refuse
- Police pension
- Police special assets

## **City General Fund revenues and expenditures summary**

The following is a summary, by fund of revenue and expenditures:

Account Title	Proposed Budget	Current Yr Budget	<b>Current YTD</b>
General Fund Revenues	12,762,249.32	12,502,371.74	12,654,594.35
Officials Expenditures	103,327.53	112,970.03	149,327.28
Police Expenditures	5,505,337.09	5,704,906.23	5,051,992.79
Streets Expenditures	1,690,324.80	1,599,195.33	1,186,300.81
Facilities Mgmt Expenditures	498,049.08	588,740.00	280,366.23
Info. Technology Expenditures	631,991.26	654,516.36	460,269.62
Fleet Veh. Maint. Expenditures	591,166.78	571,529.60	440,197.44
Administration Expenditures	2,160,775.09	1,671,730.60	1,511,190.57
Clerk Expenditures	249,571.07	288,529.88	167,886.62
Treasurer Expenditures	341,840.21	330,174.92	198,683.69
Community Dev. Expenditures	983,810.84	958,194.58	446,011.14
Revenues	12,762,249.32	12,502,371.74	12,654,594.35
Expenditures	12,756,193.75	12,480,487.53	9,892,226.19
General Fund Totals	6,055.57	21,884.21	2,762,368.16

#### General Fund

Enterprise Funds			
Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Water Revenue			
	14,572,200.00	11,774,564.00	10,670,550.43
Water Expenditures			
	3,206,249.99	3,054,543.22	1,830,157.92
Sewer Expenditures			
-	912,957.02	927,798.28	447,259.16
STP Expenditures			
-	1,722,383.69	1,644,758.11	1,161,469.31
W&S Admin			
Expenditures	6,368,558.79	6,147,464.84	2,863,728.36
Revenues			
	14,572,200.00	11,774,564.00	10,670,550.43
Expenditures			
	12,210,149.49	11,774,564.45	6,302,614.75
Enterprise Funds Totals			
	2,362,050.51	(0.45)	4,367,935.68

## Garbage

Account Title	Proposed Budget	Current Yr Budget	Current YTD
Garbage Revenues	1,451,815.92	1,469,562.00	1,197,580.93
Garbage Expenditures	1,451,815.92	1,469,561.92	1,288,271.35
Garbage Totals	-	0.08	(90,690.42)

## Motot Fuel Tax

Account Title	Proposed Budget	Current Yr Budget	Current YTD
Revenue	919,382.52	862,760.00	888,311.04
Expenditures	938,750.00	862,760.00	340,038.24
Motor Fuel Tax Totals	(19,367.48)	-	548,272.80

8

## Non-Home Rule Sales Tax

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Revenue	2,300,000.00	2,200,000.00	1,901,820.30
Expenditures	2,300,000.00	2,200,000.00	989,022.91
Non-Home Rule Sales			
Tax Totals	-	-	912,797.39

# Capital Replacement Program

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Revenues	595,225.40	68,180.00	60.00
Expenditures	465,000.00	68,180.00	197,463.31
Capital Replacement			
Program Totals	130,225.40	-	(197,403.31)

## Capital Improvement Projects

<b>Account Title</b>	<b>Proposed Budget</b>	<b>Current Yr Budget</b>	<b>Current YTD</b>	
Revenues	964,492.00	986,400.00	-	
Expenditures	2,500,000.00	2,325,000.00	2,139,544.57	
Capital Improvement				
Totals	(1,535,508.00)	(1,338,600.00)	(2,139,544.57)	

## Water/Sewer Capital Projects

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Revenues	2,307,822.12	2,240,604.00	-
Expenditures	4,633,108.40	6,450,000.00	4,296,601.07
Water/Sewer Capital			
Projects Totals	(2,325,286.28)	(4,209,396.00)	(4,296,601.07)

## TIF Larkin/30

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Revenues	30,900.00	30,000.00	26,565.46
Expenditures	30,900.00	30,000.00	-
TIF Larkin/30 Totals	-	(30,000.00)	-

28

## TIF Weber/Division

Account Title	<b>Proposed Budget</b>	<b>Current Yr Budget</b>	<b>Current YTD</b>
Revenues	103,000.00	100,000.00	103,071.37
Expenditures	103,000.00	100,000.00	84,423.24
TIF Weber/Division			
Totals	-	-	18,648.13

## Water/Sewer Debt

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>
Revenues	2,085,620.51	2,047,856.00	1,463,320.70
Expenditures	2,085,620.51	2,047,856.00	1,756,959.84
Water/Sewer Debt Totals	-	-	(293,639.14)

# Capital Construction Debt

Account Title	<b>Proposed Budget</b>	<b>Current Yr Budget</b>	<b>Current YTD</b>
Revenues	862,675.00	763,600.00	713,208.30
Expenditures	862,675.00	763,600.00	856,325.00
Capital Construction Debt			
Totals	-	-	(143,116.70)

## West Plant Rehab

Account Title	<b>Proposed Budget</b>	Current Yr Budget	<b>Current YTD</b>	
Revenues	16,500,000.00	15,830,000.00	16,193,857.17	
Expenditures	17,755,075.00	16,880,000.00	14,634,180.88	
West Plant Rehab Totals	(1,255,075.00)	(1,050,000.00)	1,559,676.29	

## Police Pension

Account Title	<b>Proposed Budget</b>	<b>Current Yr Budget</b>	<b>Current YTD</b>
Revenues	1,818,021.00	1,746,406.00	4,614,245.50
Expenditures	1,798,798.18	1,746,406.00	1,539,159.39
Police Pension			
Totals	19,222.82	-	3,075,086.11

Police Special Assets

Account Title	<b>Proposed Budget</b>	<b>Current Yr Budget</b>	<b>Current YTD</b>
Revenues	24,205.00	23,500.00	5,850.00
Expenditures	24,205.00	23,500.00	10,346.80
Police Pension			
Totals	-	-	(4,496.80)

## **General Fund Revenue**

The City is estimating the General Fund revenue to be \$12,762,249.32 for Fiscal Year 2025~2026. This is an *increase* from the previous year's annual budgeted revenue of \$253,821.37, or 2%.

Revenue Estimates for state funding were used from IML's preliminary forecasts for Municipal Fiscal Year 2026. This is a conservative estimate.

Historical Revenue by Category									
	Sales Taxes	State Income Tax	Franchise Tax	Online Sales Tax	Property Tax	Charges for Service	Places for Eating Tax	Video Gaming Tax	Interest Income
Budget 2026	\$3,141,50	\$3,540,25	\$1,295,50	\$772,085	\$1,420,95	\$524,908	\$786,000	\$401,200	\$154,500
Budget 2025	\$3,050,00	\$3,470,10	\$1,485,00	\$855,959	\$1,504,28	\$562,025	\$500,000	\$365,000	\$344,838
2024	\$2,821,14	\$3,404,79	\$1,347,28	\$772,601	\$1,756,71	\$1,445,29		\$356,560	\$344,838
2023	\$2,920,38	\$3,148,46	\$1,450,06	\$773,514	\$1,710,02	\$816,353		\$347,861	\$481,759
2022	\$2,811,98	\$3,274,96	\$1,506,35	\$800,482	\$1,646,22	\$582,285		\$313,641	\$10,458

- Per Capital estimates were used for
  - State Income Tax
  - State Use Tax
  - Motor Fuel Tax
  - Cannabis

The major revenue sources that support the general fund are:

Revenue Source	<u>Amount</u>
State Income Tax	\$3,540,257 (25% of the total)
Sales Tax	\$3,141,500 (28% of the total)
Property Taxes	\$1,420,950 (11% of the total)
Franchise Tax	\$1,295,500 (10% of the total)
includes:	

- Telecommunications
- ComEd/Nicor

Comcast Franchise Fee

Online Sales Tax	\$ 772,085 (6% of the total)
Charges for Services	\$ 524,908 (4% of the total)
Places for Eating Tax	\$ 786,000 (6% of the total)
Video Gaming Tax	\$ 401,200 (3% of the total)
Interest Income	\$ 154,500 (1% of the total)
Other	\$ <u>725,350 (</u> 6% of the total)

Total \$12,762,249

The Places for Eating Tax has been estimated at \$786,000 for Fiscal Year 2025~2026. The City is optimistic that this is a conservative estimate.

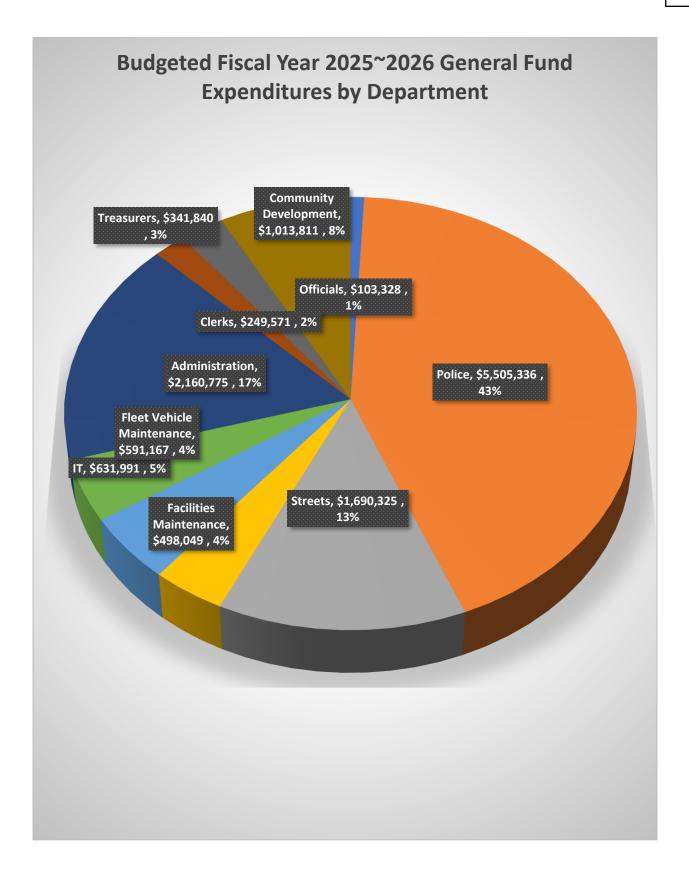
The numbers in the budget for property taxes are *final*. County will only distribute property taxes based on what the City received for its property tax extension from the previous year plus the lessor of CPI or 5% and any will add revenue for any new growth that occurred from the previous year's Equalized Assessed Value (EAV). CPI was 3.14% as of December 2024. The City levied five (5) percent more than the prior year's property tax extension.

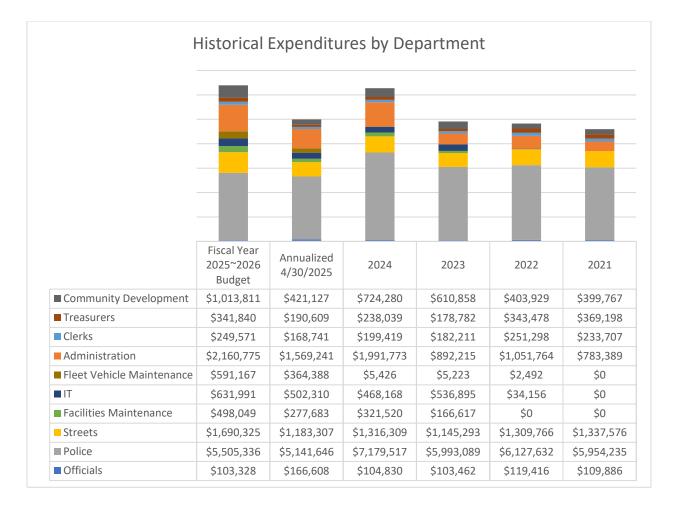
## **General Fund Expenditures**

The City is estimating the General Fund expenditures to be \$12,756,193 for Fiscal Year 2025~2026 which is an increase of the previous year's budgeted expenditures by \$275,705.

The Fiscal Year 2025~2026 General Fund Division expenditures are:

	Fiscal Year 2025~2026 Budget	
General Fund Revenue	\$12,762,249	
Expenditures		
Officials	\$103,328	
Police	\$5,505,337	
Streets	\$1,690,325	
Facilities Maintenance	\$498,049	
IT	\$631,991	
Fleet Vehicle Maintenance	\$591,167	
Administration	\$2,160,775	
Clerks	\$249,571	
Treasurers	\$341,840	
Community Development	\$983,811	
Total General Fund Expenses	\$12,756,193	





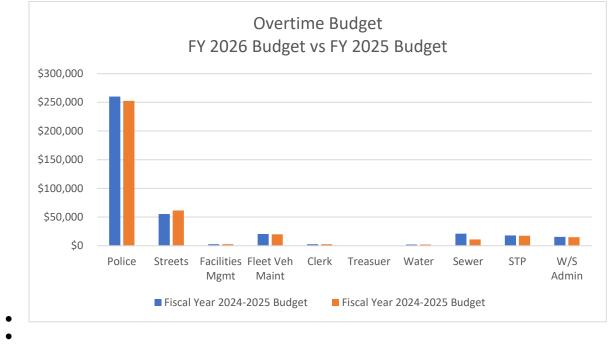
Fiscal Year 2025 shown is for activity posted to the general ledger through February 28, 2025 which has been annualized through April 30, 2025.

A brief analysis of the departments that had an increase in expenditures compared to the prior year is summarized below:

• Many of the decreased expenditures in select departments, such as community development, and Administration, were due on staffing matters.

#### Overtime

Below is a comparison of the budgeted overtime by department, comparing FY 2025 Budget to FY 2026 Budget. Minimal changes are projected for FY 2026.



#### Non-Home Rule Sales Tax Fund

This is the eleventh 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	\$ 1,170,492
Annual Debt Service Payment	\$ 860,100
Property Tax Rebate Program	\$ 269,408
Total	\$2,000,000

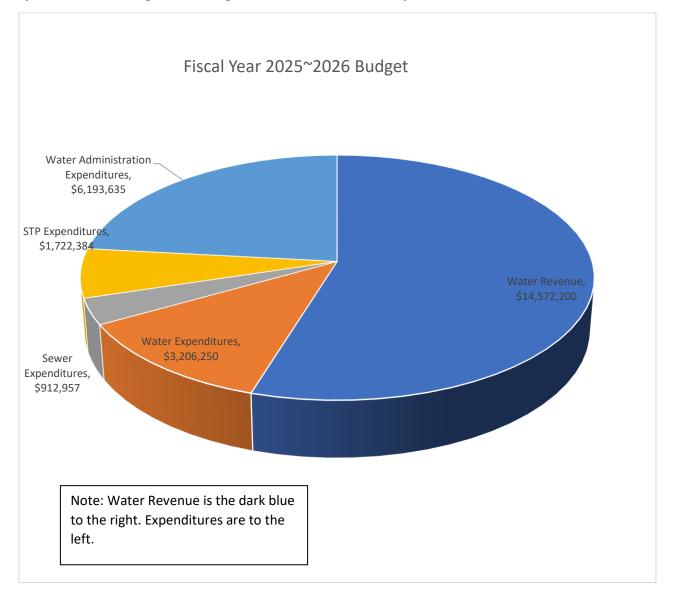
Enterprise Funds					
	Proposed Budget	Current Yr Budget	Current YTD	PY Budget	PY Actual
Water Revenue	14,572,200.00	11,774,564.00	10,670,550.43	10,846,804.00	(11,668,095.09)
Water	3,206,249.99	3,054,543.22	1,830,157.92	2,171,417.87	1,718,626.13
Sewer	912,957.02	927,798.28	447,259.16	679,043.00	461,628.04
STP	1,722,383.69	1,644,758.11	1,161,469.31	1,485,622.94	1,265,062.74
W&S Admin	6,368,558.79	6,147,464.84	2,863,728.36	7,499,998.50	9,001,244.31
Revenues	14,572,200.00	11,774,564.00	10,345,225.69	10,846,804.00	(11,668,095.09)
Expenditures	12,210,149.49	11,774,564.45	6,302614.75	11,836,082.31	12,446,561.22
Enterprise Funds Totals	2,336,974.51	(0.45)	4,042,610.94	(989,278.31)	(24,114,656.31)

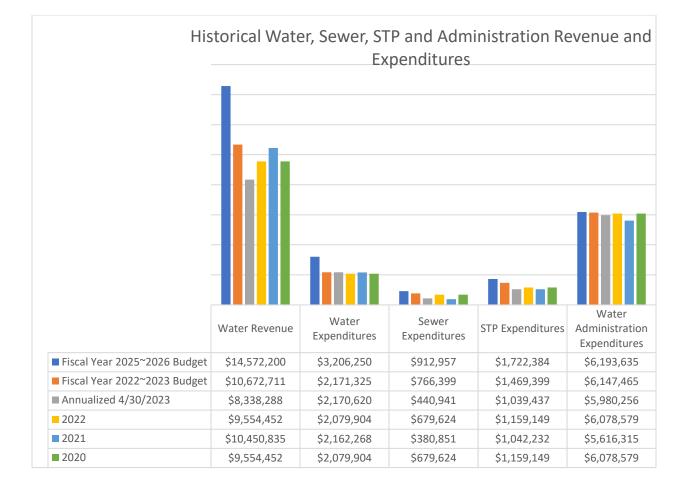
## **Enterprise Funds**

Enterprise Operations show a surplus of \$2,336,975. This surplus is expected and needed for the upcoming water capital projects for the Grand Prairie Water Commission program.

#### 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 wastewaters of the City.





#### **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.

The City has re-engaged the Capital Replacement Program for Fiscal Year 2026, to ensure the most cost-effective and mission ready capability of the Fleet. Five police vehicles will be purchased in FY 2026. Four of the vehicles will be paid for by a DCEO grant from the State. One additional police vehicle will be purchased using City funds.

Public Works will purchase a Winged Lawn Mower Deck, a zero-turn mower, and a Skid-steer for the West Treatment Plant. Additionally, \$130,225 surplus will be placed into the fund balance for future purchases.

#### TIF ~ Larkin/30 & Weber/Division funds

The City will be working with its City Council to continue to develop these TIF Districts during Fiscal Year 2025~2026.

#### <u>Refuse</u>

The City's current Refuse contract is with Republic Services. The City will have a very modest rate increase, as stated below.

The customers are currently billed every two months for this service. The current rates and the budgeted Fiscal Year 2025~2026 rates are below:

Current <u>Rates</u>	Fiscal Year 2024~2025 <u>Monthly</u>	Fiscal Year 2025~2026 <u>Monthly</u>	Fiscal Year 2025~2026 <u>Bimonthly</u>
Garbage	\$15.93	\$16.48	\$32.96
Yd Waste	\$1.83	\$1.86	\$3.72
Recycling landfill	\$3.72	\$3.72	\$7.44
surplus	\$0.41	\$0.30	\$0.60
	\$21.89	\$22.48	\$44.72

#### **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 Statues 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 the Actuarial Recommended Contribution 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 2025~2026.

As of April 30, 2024, the Actuarial Value of Assets for the Police Pension fund was 73.18% 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.

#### **Conclusion**

The Fiscal Year 2025~2026 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 Mayor, City Administrator, City Council, City Clerk and City Treasurer and the City Staff 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, Glenn Gehrke Director of Finance

### Account Description

#### **General Fund**

#### Revenue

#### Administration Department

01-00-3110	Current Year Tax Levy	\$ 1,202,908
01-00-3111	PD Pension Tax Levy	\$ -
01-00-3112	FICA Tax Levy	\$ -
01-00-3113	IMRF Property Tax Levy	\$ -
01-00-3114	Prior Year Tax Levy	\$ -
01-00-3190	R & B Current YearTax Levy	\$ 218,042
01-00-3201	Photo Copy Receipts	\$ -
01-00-3210	Licensing Fees	\$ 133,900
01-00-3211	Tobacco License	\$ 19,000
01-00-3212	Liquor License	\$ 52,000
01-00-3214	Amusement/Vending Licenses	\$ -
01-00-3221	Building Permits	\$ 100,000
01-00-3223	Apartment/House Inspections	\$ 44,908
01-00-3230	Police Dept. GrantPolice Dept.	\$ 260,300
01-00-3231	Police Fines	\$ 103,000
01-00-3232	Premits - Trucking	\$ 15,450
01-00-3234	Parking Fines	\$ 20,600
01-00-3237	Burglar/False Alarm	\$ 10,300
01-00-3347	Hotel/Motel Tax	\$ 20,600
01-00-3348	Car Rental Tax	\$ -
01-00-3349	Online Sales Tax	\$ 772,085
01-00-3351	Places for Eating Tax	\$ 786,000
01-00-3352	State Income tax	\$ 3,540,257
01-00-3353	State Sales Tax	\$ 3,141,500
01-00-3355	Telecommunications	\$ 195,500
01-00-3356	COMED/NICOR Franchise Tax	\$ 900,000
01-00-3357	Personal Property Replacement	\$ 51,500
01-00-3358	VIDEO GAMING TAX	\$ 401,200
01-00-3359	Comcast Franchise Fee	\$ 200,000
01-00-3360	Cannabis Tax	\$ 33,750
01-00-3371	FEMA Reimbursement	\$ -

01-00-3374	Special Event/Subpoena Reimb.	\$ -
01-00-3376	Grant Revenue	\$ 200,000
01-00-3456	Pace Shelter Revenue	\$ -
01-00-3490	Assessments ReceivAssessments	\$ -
01-00-3531	Weed Cutting Receipts	\$ 10,300
01-00-3611	Interest Income	\$ 154,500
01-00-3620	Sprintcom / T-Mobile Revenue	\$ 41,200
01-00-3800	Auditor Market Value	\$ 103,000
01-00-3801	Special Events	\$ 10,000
01-00-3900	Miscellaneous Revenue	\$ 5,000
01-00-3940	Scrap Sales	\$ -
01-00-3953	Reimbursement W/C claims	\$ -
01-00-3954	Administrative Hearing	\$ 5,150
01-00-3955	MC Squared	\$ -
01-00-3956	FORECLOSURE REGISTRATION	\$ 10,300
	FEES	
01-00-3958	Reimb. Property DaMiscellaneou	\$ -
Administration	Department Revenue	\$ 12,762,249

# Officials

01-01-4100	Salaries	\$48,560.03
01-01-4210	FICA	\$5,000.00
01-01-4220	Medicare	\$1,100.00
01-01-5300	Contractual Services	\$7,725.00
01-01-5301	Technology	\$0.00
01-01-5315	Cable TV	\$0.00
01-01-5321	Printing & Publications	\$2,060.00
01-01-5323	Insurance & Bonding	\$1,287.50
01-01-5330	Engineering	\$0.00
01-01-5341	Training	\$6,180.00
01-01-5342	TRAVEL EXPENSES	\$6,695.00
01-01-5343	Meal Expense	\$1,030.00
01-01-5345	Dues & Subscriptions	\$22,660.00
01-01-5381	Flower/Memorial Donation	\$0.00
01-01-5383	Beautification Committee	\$0.00
01-01-5400	Material & Supplies	\$1,030.00
		\$103,327.53

# Police

01-02-4100	Salaries	\$3,887,279.22
01-02-4101	Clerical Salaries	\$0.00
01-02-4102	Mechanic Salaries	\$0.00
01-02-4104	Overtime Meal Reimbursement	\$1,030.00
01-02-4106	Clothing Stipend Taxable	\$3,000.00
01-02-4107	Clothing Allowance Taxable	\$0.00
01-02-4120	Overtime	\$257,500.00
01-02-4121	Clerical Overtime	\$2,700.00
01-02-4122	Mechanic Overtime	\$0.00
01-02-4200	Insurance Benefit	\$731,350.00
01-02-4201	Post Empl. Insurance	\$0.00
01-02-4210	FICA	\$15,450.00
01-02-4220	Medicare	\$56,650.00
01-02-4230	Unemployment Benefit	\$20,600.00
01-02-4240	IMRF Expense	\$18,540.00
01-02-4250	Police Pension Contribution	\$29,036.07
01-02-5300	Contractual Services	\$30,965.00
01-02-5301	Technology	\$0.00
01-02-5302	Legal Services	\$0.00
01-02-5307	Wescom Expenses	\$302,000.00
01-02-5310	Outside Services	\$14,420.00
01-02-5312	Consulting	\$0.00
01-02-5321	Printing & Publications	\$3,090.00
01-02-5322	Postage	\$0.00
01-02-5323	Insurance & Bonding	\$0.00
01-02-5341	Police Training	\$38,419.00
01-02-5342	Travel Expenses	\$2,575.00
01-02-5343	Meal Expense	\$5,500.00
01-02-5344	Safety Clothing	\$22,660.00
01-02-5345	Dues & Subscriptions	\$4,284.80
01-02-5346	K9 Expenses	\$8,858.00
01-02-5350	Utilities	\$0.00
01-02-5360	Maint. & Repair	\$0.00
01-02-5372	Equipment Rental	\$0.00
01-02-5400	Material & Supplies	\$42,220.00
01-02-5401	Office Supplies	\$2,575.00
01-02-5402	Dare/Crime Prevention	\$0.00

01-02-5410	Motor Fuel & Lubricants	\$0.00
01-02-6100	Debt Servicce Prin	\$0.00
01-02-6200	Debt Service Inter	\$0.00
01-02-7301	Dare/Crime Prevention	\$0.00
01-02-7500	Office Equipment	\$4,635.00
01-02-7501	Operating Equipment	\$0.00
01-02-8000	Miscellaneous Expenses	\$0.00
01-02-8111	Police Pension	\$0.00
		\$5,505,337.09

# Streets

Bucus		
01-03-4100	Salaries	\$592,409.80
01-03-4101	Clerical Salaries	\$0.00
01-03-4102	Mechanic Salaries	\$0.00
01-03-4104	Overtime Meal Reimbursement	\$1,030.00
01-03-4106	Clothing Stipend Taxable	\$0.00
01-03-4107	Clothing Allowance Taxable	\$2,060.00
01-03-4110	Seasonal Salaries	\$26,780.00
01-03-4120	Overtime	\$23,000.00
01-03-4121	Clerical Overtime	\$1,545.00
01-03-4122	Mechanic Overtime	\$0.00
01-03-4123	Snow Removal Overtime	\$30,900.00
01-03-4200	Insurance Benefit	\$162,225.00
01-03-4210	FICA	\$36,050.00
01-03-4220	Medicare	\$8,240.00
01-03-4230	Unemployment Benefit	\$4,000.00
01-03-4240	IMRF Expense	\$41,200.00
01-03-5300	Contractual Services	\$261,360.00
01-03-5301	Technology	\$0.00
01-03-5302	Legal Services	\$0.00
01-03-5313	Temporary Help	\$0.00
01-03-5314	Annual NPDES Permit	\$0.00
01-03-5317	Municipal Grounds	\$0.00
01-03-5318	Julie Locating/Supplies	\$10,815.00
01-03-5321	Printing & Publications	\$1,500.00
01-03-5323	Insurance & Bonding	\$0.00
01-03-5330	Engineering	\$200,000.00
01-03-5331	Leness Lane Engineering	\$0.00
01-03-5332	Engineering	\$0.00
01-03-5341	Training	\$10,520.00
01-03-5343	Meal Expense	\$3,000.00
01-03-5344	Safety Clothing	\$6,500.00
01-03-5345	Coffee	\$0.00
01-03-5350	Utilities	\$0.00
01-03-5351	Utilities- Street	\$164,800.00
01-03-5353	Power Purchase	\$0.00
01-03-5360	Maint. & Repair	\$0.00
01-03-5371	Sidewalk Replacement Outside Serv	\$4,000.00
01-03-5372	Equipment Rental	\$0.00
01-03-5373	Construction Waste	\$0.00

01-03-5375	Borio/Interior St.	\$0.00
01-03-5400	Material & Supplies	\$61,800.00
01-03-5401	Office Supplies	\$3,090.00
01-03-5402	Safety Equipment	\$3,500.00
01-03-5410	Motor Fuel & Lubricants	\$0.00
01-03-5430	Breaks-Materials & Repair	\$0.00
01-03-7520	Public Works/Storm Water/	\$30,000.00
01-03-8000	Miscellaneous Expenses	\$0.00
	_	\$1,690,324.80

# **Facilities Management**

\$151,454.08	Salaries	01-04-4100
\$0.00	Janitorial Salaries	01-04-4103
\$0.00	Overtime Meal Reimbursement	01-04-4104
\$0.00	Clothing Stipend Taxable	01-04-4106
\$1,030.00	Clothing Allowance Taxable	01-04-4107
\$0.00	Seasonal Salaries	01-04-4110
\$2,575.00	Overtime	01-04-4120
\$77,250.00	Insurance Benefit	01-04-4200
\$8,240.00	FICA	01-04-4210
\$2,575.00	Medicare	01-04-4220
\$1,030.00	Unemployment Benefit	01-04-4230
\$7,725.00	IMRF Expense	01-04-4240
\$45,835.00	Contractual Services	01-04-5300
\$3,090.00	Training	01-04-5341
\$1,030.00	Meal Expense	01-04-5343
\$2,060.00	Safety Clothing	01-04-5344
\$133,900.00	Maint. & Repair	01-04-5360
\$59,225.00	Material & Supplies	01-04-5400
\$1,030.00	Office Supplies	01-04-5401
\$498,049.08		

# **Information Technology**

01-06-4100	Salaries	\$0.00
01-06-4200	Insurance Benefit	\$0.00
01-06-4210	FICA	\$0.00
01-06-4220	Medicare	\$0.00
01-06-4230	Unemployment Benefit	\$0.00
01-06-4240	IMRF Expense	\$0.00
01-06-5300	Contractual Services	\$198,924.00
01-06-5301	Technology Services	\$66,764.46
01-06-5350	Utilities	\$155,302.80
01-06-5400	Material & Supplies	\$211,000.00
		\$631,991.26

# **Fleet Vehicle Maintenance**

Salaries	01-07-4100
Mechanic Salaries	01-07-4102
Overtime Meal Reimbursement	01-07-4104
Clothing Stipend Taxable	01-07-4106
Clothing Allowance Taxable	01-07-4107
Overtime	01-07-4120
Mechanic Overtime	01-07-4122
Snow Removal Overtime	01-07-4123
Insurance Benefit	01-07-4200
FICA	01-07-4210
Medicare	01-07-4220
Unemployment Benefit	01-07-4230
IMRF Expense	01-07-4240
Contractual Services	01-07-5300
Meal Expense	01-07-5343
Vehicle Accident Repairs	01-07-5361
Material & Supplies	01-07-5400
Motor Fuel & Lubricants	01-07-5410
	Mechanic Salaries Overtime Meal Reimbursement Clothing Stipend Taxable Clothing Allowance Taxable Overtime Mechanic Overtime Snow Removal Overtime Insurance Benefit FICA Medicare Unemployment Benefit IMRF Expense Contractual Services Meal Expense Vehicle Accident Repairs Material & Supplies

# **Administration Department**

	······································	
01-10-4100	Salaries	\$297,930.56
01-10-4101	Clerical Salaries	\$0.00
01-10-4200	Insurance Benefit	\$38,000.00
01-10-4210	FICA	\$10,000.00
01-10-4220	Medicare	\$4,000.00
01-10-4230	Unemployment Benefit	\$2,575.00
01-10-4240	IMRF Expense	\$10,000.00
01-10-4250	Wellness Expense	\$1,545.00
01-10-5300	Contractual Services	\$228,424.13
01-10-5302	Legal Services	\$236,900.00
01-10-5310	Outside Services	\$0.00
01-10-5312	Consulting	\$25,750.00
01-10-5321	Printing & Publications	\$41,200.00
01-10-5322	Postage	\$36,050.00
01-10-5323	Insurance & Bonding	\$468,700.00
01-10-5324	Economic Development	\$0.00
01-10-5330	Engineering	\$0.00
01-10-5341	Training	\$5,150.00
01-10-5342	Travel Expenses	\$10,300.00
01-10-5345	Dues & Subscriptions	\$41,200.00
01-10-5350	Utilities	\$103,000.00
01-10-5360	Maint. & Repair	\$25,750.00
01-10-5400	Material & Supplies	\$25,750.00
01-10-5401	Office Supplies	\$2,575.00
01-10-5402	Safety Equipment	\$0.00
01-10-5403	Cleaning Supplies	\$0.00
01-10-5410	Motor Fuel & Lubricants	\$0.00
01-10-7500	Office Equipment	\$5,150.00
01-10-8000	Miscellaneous Expenses	\$0.00
01-10-8001	Special Events	\$20,600.00
01-10-8035	Deposits & Refunds	\$0.00
01-10-8100	Transfer Out	\$520,225.40
		\$2,160,775.09

# Clerk

D1-11-4101       Clerical Salaries       \$0.00         D1-11-4101       Clerical Salaries       \$0.00         D1-11-4101       Clerical Overtime       \$2,575.00         D1-11-4200       Insurance Benefit       \$47,637.50         D1-11-4200       FICA       \$8,000.00         D1-11-4200       FICA       \$8,000.00         D1-11-4210       FICA       \$8,000.00         D1-11-4200       Medicare       \$5,150.00         D1-11-4200       Unemployment Benefit       \$1,030.00         D1-11-4200       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5355       Utilities       \$0.00         D1-11-5401       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$2,060.00         D1-11-5401       Office Equipment			
01-11-4121       Clerical Overtime       \$2,575.00         01-11-4200       Insurance Benefit       \$47,637.50         01-11-4200       FICA       \$8,000.00         01-11-4210       FICA       \$8,000.00         01-11-4210       Medicare       \$5,150.00         01-11-4220       Medicare       \$5,150.00         01-11-4230       Unemployment Benefit       \$1,030.00         01-11-4240       IMRF Expense       \$15,450.00         01-11-5301       Contractual Services       \$6,695.00         01-11-5302       Contractual Services       \$6,695.00         01-11-5303       Technology       \$0.00         01-11-5321       Printing & Publications       \$7,725.00         01-11-5322       Postage       \$0.00         01-11-5325       Will County Record Municipal Ex       \$10,300.00         01-11-5341       Training       \$1,030.00         01-11-5350       Utilities       \$0.00         01-11-5350       Utilities       \$0.00         01-11-5400       Material & Supplies       \$0.00         01-11-5401       Office Supplies       \$0.00         01-11-5700       Office Equipment       \$0.00         01-11-7500       Operating Equipme	01-11-4100	Salaries	\$141,918.57
D1-11-4200       Insurance Benefit       \$47,637.50         D1-11-4210       FICA       \$8,000.00         D1-11-4210       Medicare       \$5,150.00         D1-11-4220       Medicare       \$1,030.00         D1-11-4230       Unemployment Benefit       \$1,030.00         D1-11-4240       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5401       Office Supplies       \$2,060.00         D1-11-5401       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-7501       Miscellaneous Expenses       \$0.00	01-11-4101	Clerical Salaries	\$0.00
D1-11-4210       FICA       \$8,000.00         D1-11-4220       Medicare       \$5,150.00         D1-11-4230       Unemployment Benefit       \$1,030.00         D1-11-4240       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-4121	Clerical Overtime	\$2,575.00
D1-11-4220       Medicare       \$5,150.00         D1-11-4230       Unemployment Benefit       \$1,030.00         D1-11-4240       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5323       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-4200	Insurance Benefit	\$47,637.50
D1-11-4230       Unemployment Benefit       \$1,030.00         D1-11-4240       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-4210	FICA	\$8,000.00
D1-11-4240       IMRF Expense       \$15,450.00         D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-4220	Medicare	\$5,150.00
D1-11-5300       Contractual Services       \$6,695.00         D1-11-5301       Technology       \$0.00         D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5323       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5700       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-4230	Unemployment Benefit	\$1,030.00
01-11-5301       Technology       \$0.00         01-11-5321       Printing & Publications       \$7,725.00         01-11-5322       Postage       \$0.00         01-11-5325       Will County Record Municipal Ex       \$10,300.00         01-11-5341       Training       \$1,030.00         01-11-5345       Dues & Subscriptions       \$0.00         01-11-5350       Utilities       \$0.00         01-11-5401       Material & Supplies       \$0.00         01-11-5401       Office Supplies       \$0.00         01-11-7500       Office Equipment       \$0.00         01-11-7501       Operating Equipment       \$0.00         01-11-8000       Miscellaneous Expenses       \$0.00	01-11-4240	IMRF Expense	\$15,450.00
D1-11-5321       Printing & Publications       \$7,725.00         D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5300	Contractual Services	\$6,695.00
D1-11-5322       Postage       \$0.00         D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5301	Technology	\$0.00
D1-11-5325       Will County Record Municipal Ex       \$10,300.00         D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Equipment       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5321	Printing & Publications	\$7,725.00
D1-11-5341       Training       \$1,030.00         D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Equipment       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5322	Postage	\$0.00
D1-11-5345       Dues & Subscriptions       \$0.00         D1-11-5350       Utilities       \$0.00         D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$0.00         D1-11-5401       Office Equipment       \$0.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5325	Will County Record Municipal Ex	\$10,300.00
01-11-5350       Utilities       \$0.00         01-11-5400       Material & Supplies       \$0.00         01-11-5401       Office Supplies       \$2,060.00         01-11-7500       Office Equipment       \$0.00         01-11-7501       Operating Equipment       \$0.00         01-11-8000       Miscellaneous Expenses       \$0.00	01-11-5341	Training	\$1,030.00
D1-11-5400       Material & Supplies       \$0.00         D1-11-5401       Office Supplies       \$2,060.00         D1-11-7500       Office Equipment       \$0.00         D1-11-7501       Operating Equipment       \$0.00         D1-11-8000       Miscellaneous Expenses       \$0.00	01-11-5345	Dues & Subscriptions	\$0.00
O1-11-5401         Office Supplies         \$2,060.00           O1-11-7500         Office Equipment         \$0.00           O1-11-7501         Operating Equipment         \$0.00           O1-11-8000         Miscellaneous Expenses         \$0.00	01-11-5350	Utilities	\$0.00
O1-11-7500         Office Equipment         \$0.00           O1-11-7501         Operating Equipment         \$0.00           O1-11-8000         Miscellaneous Expenses         \$0.00	01-11-5400	Material & Supplies	\$0.00
D1-11-7501Operating Equipment\$0.00D1-11-8000Miscellaneous Expenses\$0.00	01-11-5401	Office Supplies	\$2,060.00
01-11-8000 Miscellaneous Expenses \$0.00	01-11-7500	Office Equipment	\$0.00
	01-11-7501	Operating Equipment	\$0.00
\$249,571.07	01-11-8000	Miscellaneous Expenses	\$0.00
			\$249,571.07

### Treasurer

01-12-4100	Salaries	\$241,485.21
01-12-4101	Clerical Salaries	\$0.00
01-12-4121	Clerical Overtime	\$0.00
01-12-4200	Insurance Benefit	\$28,840.00
01-12-4210	FICA	\$8,240.00
01-12-4220	Medicare	\$2,575.00
01-12-4230	Unemployment Benefit	\$1,030.00
01-12-4240	IMRF Expense	\$10,300.00
01-12-5001	Food 4 Less Econ. Incentive	\$0.00
01-12-5002	Menards / Developer Economic I	\$0.00
01-12-5300	Contractual Services	\$40,100.00
01-12-5301	Technology	\$0.00
01-12-5302	Legal Services	\$0.00
01-12-5312	Consulting	\$0.00
01-12-5313	Temporary Help	\$0.00
01-12-5321	Printing & Publications	\$0.00
01-12-5322	Postage	\$0.00
01-12-5323	Insurance & Bonding	\$0.00
01-12-5341	Training	\$5,150.00
01-12-5345	Dues & Subscriptions	\$2,060.00
01-12-5350	Utilities	\$0.00
01-12-5360	Maint. & Repair	\$0.00
01-12-5401	Office Supplies	\$2,060.00
01-12-8000	Miscellaneous Expenses	\$0.00
01-12-8100	Transfer Out	\$0.00
		\$341,840.21

# **Community Development**

01-16-4100	Salaries	\$490,953.00
01-16-4101	Clerical Salaries	\$134,647.84
01-16-4104	Overtime Meal Reimbursement	\$0.00
01-16-4106	Clothing Stipend Taxable	\$0.00
01-16-4107	Clothing Allowance Taxable	\$515.00
01-16-4121	Clerical Overtime	\$5,150.00
01-16-4200	Insurance Benefit	\$86,520.00
01-16-4210	FICA	\$39,440.00
01-16-4220	Medicare	\$8,240.00
01-16-4230	Unemployment Benefit	\$1,030.00
01-16-4240	IMRF Expense	\$61,570.00
01-16-5300	Contractual Services	\$71,970.00
01-16-5301	Technology	\$0.00
01-16-5302	Legal Services	\$0.00
01-16-5312	Consulting	\$0.00
01-16-5321	Printing & Publications	\$0.00
01-16-5322	Postage	\$0.00
01-16-5324	Economic Development	\$30,000.00
01-16-5330	Engineering	\$10,000.00
01-16-5341	Training	\$20,000.00
01-16-5344	Safety Clothing	\$1,030.00
01-16-5350	Utilities	\$0.00
01-16-5374	Demolition	\$0.00
01-16-5400	Material & Supplies	\$0.00
01-16-5401	Office Supplies	\$7,935.00
01-16-5402	Safety Equipment	\$0.00
01-16-5410	Motor Fuel & Lubricants	\$0.00
01-16-7501	Operating Equipment	\$2,060.00
01-16-8000	Miscellaneous Expenses	\$0.00
01-16-8002	Facade Program	\$12,750.00
		\$983,810.84

# MFT

05-00-3354	Revenue From MFT	\$919,382.52
05-00-3371	Government Agency	\$0.00
05-00-3611	Interest Income	\$0.00
05-00-3900	Miscellaneous Revenue	\$0.00
		\$919,382.52
05-00-5300	Contractual Services	\$85,000.00
05-00-5330	Engineering	\$193,750.00
05-00-5400	Material & Supplies	\$190,000.00
05-00-7640	Capital Construction	\$470,000.00
05-00-7641	Capital Projects	\$0.00
05-00-7642	Rebuild Illinois Projects	\$0.00
		\$938,750.00

## **Non-Home Rule**

\$2,300,000.00	Non-Home Rule Sale	06-00-3350
\$0.00	Non-Home Rule Sale	06-00-3353
\$0.00	Interest Income	06-00-3611
\$2,300,000.00		
\$0.00	Food 4 Less Econ. Incentive	06-00-5001
\$0.00	Menards / Developer Economic I	06-00-5002
\$0.00	Contractual Services	06-00-5300
\$0.00	Stormwater Project	06-00-7604
\$0.00	Gaylord & Division Acquisition	06-00-7715
\$0.00	Miscellaneous Expenses	06-00-8000
\$1,170,492.00	Transfer Out	06-00-8100
\$860,100.00	Transfer out-Debt Service	06-00-8101
\$269,408.00	Property Tax Rebate	06-00-8110
\$2,300,000.00		

# Water & Sewer Revenue

07-00-3356	Franchise Income	\$0.00
07-00-3500	Customer Metered Sales	\$9,833,400.00
07-00-3501	Regular Customer DMetered Sale	\$150,000.00
07-00-3502	Joliet Customer Sewer	\$86,000.00
07-00-3503	Joliet Customer Debt	\$10,500.00
07-00-3504	Unmetered Sewer Unmetered Sa	\$20,000.00
07-00-3505	Stateville Charges	\$3,814,300.00
07-00-3510	Tap On Fees	\$75,000.00
07-00-3520	Meters	\$8,000.00
07-00-3611	Interest Income	\$275,000.00
07-00-3612	BAB Grant	\$0.00
07-00-3900	Miscellaneous Revenue	\$0.00
07-00-3901	Revenue Penalties Service Fees	\$100,000.00
07-00-3910	Transfer In	\$200,000.00
		\$14,572,200.00

# Water

value		
07-06-4100	Salaries	\$296,227.99
07-06-4101	Clerical Salaries	\$0.00
07-06-4102	Mechanic Salaries	\$0.00
07-06-4104	Overtime Meal Reimbursement	\$0.00
07-06-4110	Seasonal Salaries	\$25,750.00
07-06-4120	Overtime	\$20,600.00
07-06-4121	Clerical Overtime	\$2,060.00
07-06-4122	Mechanic Overtime	\$0.00
07-06-4124	Utility Repair Overtime	\$0.00
07-06-4200	Insurance Benefit	\$133,900.00
07-06-4210	FICA	\$25,750.00
07-06-4220	Medicare	\$6,180.00
07-06-4230	Unemployment Benefit	\$2,060.00
07-06-4240	IMRF Expense	\$66,950.00
07-06-4370	WATER - OPEBE EXP	\$0.00
07-06-5300	Contractual Services	\$212,342.00
07-06-5301	Technology	\$268,250.00
07-06-5302	Legal Services	\$0.00
07-06-5306	Contractual Lab	\$75,300.00
07-06-5313	Temporary Help	\$0.00
07-06-5321	Printing & Publications	\$2,500.00
07-06-5330	Water Engineering	\$115,000.00
07-06-5331	Engineering	\$150,000.00
07-06-5332	Lake Michigan Allocation	\$633,000.00
07-06-5341	Training	\$8,060.00
07-06-5343	Meal Expense	\$800.00
07-06-5344	Safety Clothing	\$2,750.00
07-06-5350	Utilities	\$60,770.00
07-06-5353	Power Purchase	\$175,000.00
07-06-5360	Maint. & Repair	\$0.00
07-06-5361	Maintenance-Wells	\$105,000.00
07-06-5362	Water Storage Tank	\$445,000.00
07-06-5372	Equipment Rental	\$0.00
07-06-5401	Office Supplies	\$2,500.00
07-06-5402	Safety Equipment	\$3,000.00
07-06-5410	Motor Fuel & Lubricants	\$0.00
07-06-5420	Lab. Supplies & Equipment	\$10,000.00
07-06-5421	Chemicals	\$125,000.00
07-06-5430	Breaks-Materials & Repair	\$200,000.00

07-06-5470	Valves and Hydrants	\$32,500.00
07-06-6170	Water- OPEB Expense	\$0.00
07-06-7500	Office Equipment	\$0.00
07-06-8000	Miscellaneous Expenses	\$0.00
	_	\$3,206,249.99

# Sewer

07-07-4100	Salaries	\$250,177.02
07-07-4101	Clerical Salaries	\$0.00
07-07-4102	Mechanic Salaries	\$0.00
07-07-4104	Overtime Meal Reimbursement	\$0.00
07-07-4106	Clothing Stipend Taxable	\$0.00
07-07-4107	Clothing Allowance Taxable	\$1,030.00
07-07-4110	Seasonal Salaries	\$25,750.00
07-07-4120	Overtime	\$20,000.00
07-07-4121	Clerical Overtime	\$1,030.00
07-07-4122	Mechanic Overtime	\$0.00
07-07-4124	Utility Repair Overtime	\$0.00
07-07-4200	Insurance Benefit	\$108,150.00
07-07-4210	FICA	\$30,900.00
07-07-4220	Medicare	\$8,240.00
07-07-4230	Unemployment Benefit	\$1,030.00
07-07-4240	IMRF Expense	\$30,000.00
07-07-4370	SEWER OPEB EXPENSE	\$0.00
07-07-5300	Contractual Services	\$16,850.00
07-07-5301	Technology	\$20,000.00
07-07-5302	Legal Services	\$0.00
07-07-5313	Temporary Help	\$0.00
07-07-5321	Printing & Publications	\$0.00
07-07-5330	Sewer Engineering	\$372,000.00
07-07-5341	Training	\$8,650.00
07-07-5343	Meal Expense	\$1,000.00
07-07-5344	Safety Clothing	\$1,750.00
07-07-5350	Utilities	\$5,500.00
07-07-5353	Power Purchase	\$4,000.00
07-07-5361	Maintenance-Lift Station	\$0.00
07-07-5401	Office Supplies	\$900.00
07-07-5402	Safety Equipment	\$1,000.00
07-07-5410	Motor Fuel & Lubricants	\$0.00
07-07-5420	Lab. Supplies & Equipment	\$0.00
07-07-5421	Chemicals	\$0.00
07-07-5430	Breaks-Materials & Repair	\$5,000.00
07-07-6170	Sewer- OPEB Expense	\$0.00
07-07-7500	Office Equipment	\$0.00
07-07-8000	Miscellaneous Expenses	\$0.00
		\$912,957.02

STP		
07-08-4100	Salaries	\$277,148.69
07-08-4101	Clerical Salaries	\$0.00
07-08-4102	Mechanic Salaries	\$0.00
07-08-4104	Overtime Meal Reimbursement	\$0.00
07-08-4105	Overtime Meal Reimbursement	\$0.00
07-08-4106	Clothing Stipend Taxable	\$0.00
07-08-4107	Clothing Allowance Taxable	\$1,030.00
07-08-4110	Seasonal Salaries	\$25,750.00
07-08-4120	Overtime	\$15,450.00
07-08-4121	Clerical Overtime	\$2,575.00
07-08-4122	Mechanic Overtime	\$0.00
07-08-4200	Insurance Benefit	\$108,150.00
07-08-4210	FICA	\$25,750.00
07-08-4220	Medicare	\$7,725.00
07-08-4230	Unemployment Benefit	\$1,545.00
07-08-4240	IMRF Expense	\$61,800.00
07-08-4370	STP OPEB EXPENSE	\$0.00
07-08-5300	Contractual Services	\$44,467.00
07-08-5301	Technology	\$200,000.00
07-08-5302	Legal Services	\$0.00
07-08-5306	Contractual Lab	\$120,000.00
07-08-5313	Temporary Help	\$0.00
07-08-5314	Annual NPDES Permit	\$34,505.00
07-08-5321	Printing & Publications	\$0.00
07-08-5330	STP Engineering	\$0.00
07-08-5341	Training	\$4,515.00
07-08-5343	Meal Expense	\$1,025.00
07-08-5344	Safety Clothing	\$1,750.00
07-08-5345	Coffee	\$0.00
07-08-5350	Utilities	\$19,000.00
07-08-5353	Power Purchase	\$225,000.00
07-08-5360	Maint. & Repair	\$0.00
07-08-5365	Maint Repair West Plant	\$25,000.00

07-08-5366	Maint Repair East Plant	\$75,000.00
07-08-5373	Waste Removal	\$250,000.00
07-08-5377	Intergovernmental Groups	\$30,300.00
07-08-5401	Office Supplies	\$1,550.00
07-08-5402	Safety Equipment	\$3,348.00
07-08-5410	Motor Fuel & Lubricants	\$0.00
07-08-5420	Lab. Supplies & Equipment	\$30,000.00
07-08-5421	Chemicals	\$130,000.00
07-08-6170	STP- OPEB Expense	\$0.00
07-08-7500	Office Equipment	\$0.00
07-08-8000	Miscellaneous Expenses	\$0.00
		\$1,722,383.69

## Water & Sewer Administration

07-09-4100	Salaries	\$670,416.76
07-09-4100 07-09-4101	Clerical Salaries	\$0.00
07-09-4101	Overtime Meal Reimbursement	\$0.00 \$0.00
07-09-4104 07-09-4110	Seasonal Salaries	\$0.00 \$0.00
07-09-4110	Overtime	\$10,300.00
07-09-4120	Clerical Overtime	\$15,450.00
07-09-4121	Insurance Benefit	\$150,380.00
07-09-4200	FICA	
07-09-4210	Medicare	\$39,140.00 \$10,300.00
07-09-4220		
	Unemployment Benefit	\$3,000.00
07-09-4240		\$45,000.00 \$0.00
07-09-4370 07-09-5300	WATER ADMIN OPEB EXPENSE	
	Contractual Services	\$26,780.00
07-09-5301	Technology	\$3,090.00
07-09-5302	Legal Services	\$0.00
07-09-5312	Consulting	\$0.00
07-09-5313	Temporary Help	\$0.00
07-09-5321	Printing & Publications	\$10,000.00
07-09-5322	Postage	\$27,810.00
07-09-5323	Insurance & Bonding	\$368,300.00
07-09-5341		\$0.00
07-09-5350	Utilities	\$0.00
07-09-5360	Maint. & Repair	\$150,000.00
07-09-5400	Material & Supplies	\$0.00
07-09-5401	Office Supplies	\$0.00
07-09-5470	Meters	\$200,000.00
07-09-6170	Water Admin- OPEB Expense	\$0.00
07-09-6501	Reimb. Homeowners Municipal Ex	\$0.00
07-09-7500	Office Equipment	\$0.00
07-09-7900	Depreciation Expense	\$0.00
07-09-8000	Miscellaneous Expenses	\$0.00
07-09-8001	Bank Fees	\$0.00
07-09-8100	Transfer Out-	\$2,552,971.52
07-09-8101	Transfer Out-Debt	\$2,085,620.51
		\$6,368,558.79

# Capital Replacement Program

11-00-3233	Vehicle Replacement	\$345,225.40
11-00-3900	Miscellaneous Revenue	\$0.00
11-00-3910	Transfer	\$250,000.00
		\$595,225.40
11-00-7301	Vehicles	\$315,000.00
11-00-7302	Computers	\$0.00
11-00-7303	Technology Capital	\$0.00
11-00-7304	Equipment	\$150,000.00
		\$465,000.00

# Water & Sewer Capital Projects

12-00-3910	Transfer In	\$2,307,822.12
		\$2,307,822.12
12-00-7300	Capital Equipment	\$100,000.00
12-00-7301	Vehicles	\$175,000.00
12-00-7302	Computers	\$0.00
12-00-7303	Technology Capital	\$500.00
12-00-7602	Watermain Design	\$355,000.00
12-00-7610	Well Maintenance	\$0.00
12-00-7614	Well 10	\$0.00
12-00-7615	Well #14	\$0.00
12-00-7616	WEST PLANT DESIGN	\$0.00
12-00-7620	Watermain Replacement	\$3,602,608.40
12-00-7800	Misc Capital	\$400,000.00
12-00-7801	Sewer Inlet Maint Purchase - C	\$0.00
12-00-7802	Phosphorus Removal	\$0.00
12-00-8100	Transfer Out	\$0.00
		\$4,633,108.40

# **Capital Projects**

\$0.00	Government Agency	13-00-3901
\$0.00	Other financing source	13-00-3902
\$964,492.00	Transfer In	13-00-3910
\$964,492.00		
\$0.00	Bond Proceeds	13-00-4011
\$0.00	Bond Premiums	13-00-4012
\$150,000.00	Capital Engineering	13-00-5330
\$0.00	Facility Construction- PW	13-00-7310
\$0.00	Facility ConstrCity Hall / P	13-00-7311
\$0.00	Facility ConstrCity Park	13-00-7312
\$2,350,000.00	Capital Construction	13-00-7640
\$0.00	Rebuild Illinois	13-00-7641
\$0.00	American Rescue Plan	13-00-7642
\$2,500,000.00		

## TIF-Larkin/30

15-00-3110	Current Year Tax Levy	\$30,900.00
15-00-5302	Legal Services	\$0.00
15-00-5312	Consulting	\$30,900.00
15-00-5314	Planning	\$0.00
15-00-5330	Engineering	\$0.00
		\$30,900.00

## **TIF-Weber/Division**

41-00-3110	Current Year Tax Levy	\$103,000.00
41-00-5300	Contractual Services	\$10,300.00
41-00-5302	Legal Services	\$12,875.00
41-00-5312	Consulting	\$20,600.00
41-00-5314	Planning	\$18,025.00
41-00-5330	Engineering	\$20,600.00
41-00-5400	Material & Supplies	\$0.00
41-00-7501	Operating Expenses	\$20,600.00
		\$103,000.00

## Water/Sewer Debt

30-00-3910	Transfer In	\$2,085,620.51
		\$2,085,620.51
30-00-6101	2010 W/S BAB Princ	\$0.00
30-00-6102	IEPA 2011 Principal	\$531,713.20
30-00-6103	2019 W/S G.O. Bond Principal	\$1,095,000.00
30-00-6201	2010 W/S BAB Inter	\$0.00
30-00-6202	IEPA 2011 Interest	\$22,482.31
30-00-6203	2019 W/S G.O. Bond Interest	\$433,850.00
30-00-6301	Bond Bank Fees	\$2,575.00
30-00-6303	2019A Refunding Bank Fees	\$0.00
		\$2,085,620.51

Capital Construction Debt		\$0.00
32-00-3910	Transfer In	\$862,675.00
		\$862,675.00
32-00-6101	2019 GO Bond- Principal	\$545,000.00
32-00-6201	2019 G.O. Bond Interest	\$315,100.00
32-00-6301	2019 G.O. Bond Fees	\$2,575.00
		\$862,675.00

## West Plant Rehab

35-00-3901	IEPA Reimbursements	\$16,500,000.00
		\$16,500,000.00
35-00-5330	Engineering	\$905,075.00
35-00-5560	Interest Expense	\$350,000.00
35-00-7512	West Plant Rehab	\$16,500,000.00
35-00-7513	West Plant Rehab-Design	\$0.00
35-00-7631	East STP Plant Construction	\$0.00
35-00-8100	Transfer Out	\$0.00
		\$17,755,075.00

# Garbage

80-00-3540	Refuse Service Rec	\$1,451,815.92
80-00-5300	Contractual Services	\$1,451,815.92

# **Police Pension Fund**

98-00-3110	Current Year Tax Levy	\$1,479,984.93
98-00-3611	Interest Income	\$0.00
98-00-3800	Auditor Market Value	\$0.00
98-00-3961	Employer Contribution-Retireme	\$29,036.07
98-00-3962	Plan Member Contributions	\$309,000.00
		\$1,818,021.00
98-00-5300	Contractual Services	\$41,200.00
98-00-5302	Legal Services	\$6,180.00
98-00-5321	Pension Payments/Refunds	\$1,648,000.00
98-00-5342	Travel Expenses	\$2,060.00
98-00-5343	Conference Expenses	\$933.18
98-00-5345	Dues & Subscriptions	\$2,575.00
98-00-5560	Investment Expense	\$77,250.00
98-00-8000	Miscellaneous Expenses	\$0.00
98-00-8032	Refund-Employee CoDeposits/Ref	\$20,600.00
		\$1,798,798.18

# **Police Special Assets**

99-00-3240	DUI Fines	\$3,605.00
99-00-3241	Special Assets	\$0.00
99-00-3244	Police Seizure	\$15,450.00
99-00-3245	Police Forfeiture	\$5,150.00
		\$24,205.00
99-00-5400	Material & Supplies	\$0.00
99-00-5401	Police Seizure	\$0.00
99-00-5402	Police Forfeiture	\$0.00
99-00-7300	Capital Equipment	\$24,205.00
99-00-8000	Miscellaneous Expenses	\$0.00
		\$24,205.00
Total Revenue		\$57,194,608.79
Total Expenditures		\$59,812,291.25
		-\$2,617,682.46

73

Memo

1



**Public Works Department** 

**City of Crest Hill** 

Date:	4/9/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Topic:	Succession Plan for COIRC of Wastewater

### **Summary:**

On March 20, 2025, I received a letter of resignation from the employee who is the current COIRC of both Water and Wastewater. The city does not currently have another employee licensed to be a COIRC of water or wastewater because no succession plan was in place for when this scenario would inevitably happen. Two employees have recently stepped up and taken the written exams to obtain the credentials to be COIRC, one in each of the specialties of water and wastewater. We are waiting for the results to see if they passed.

The city is required to operate both water and wastewater systems, that are obviously important to the citizens' welfare, with a certified COIRC. I have completed my research on this topic and found a solution to this problem. A company called <u>Test, Inc</u> from Peru, Illinois can quickly provide an experienced COIRC to oversee operations of the wastewater plants for the city to meet all the requirements for wastewater. They are the best fit for doing this work.

Two other companies were interviewed. One company called <u>Veolia</u> was interviewed as well as another called <u>Lin Tech Engineering</u>, Inc. Both companies are excellent, but <u>Test</u>, Inc. is the unanimous choice by the selection committee. The committee consisted of two Strand engineers (Ott & Gattone) most familiar with the East and West STP's, the City Manager, and I. The city is fortunate to find such a well qualified company that has the ability to provide a COIRC on short notice.

### **Recommended Council Action:**

Approval of the proposal from Test Inc., of Peru Illinois.

### **Financial Impact:**

For a Wastewater COIRC the cost is \$500 per day with three visits a week equaling \$1500 per week or approximately \$80,000 annually. An additional amount of \$20,000 for various other services is recommended

### Attachments:

• Proposal from Test Inc.

2



2323 Fourth Street P.O. Box 483 Peru, Illinois 61354 815-224-1650 800-659-4659 FAX 815-224-1688 www.testinc.com

April 8, 2025

Village of Crest Hill Attn: Julius Hansen 20600 City Center Boulevard Crest Hill, IL 60403 jhansen@cityofcresthill.com

Dear Mr. Hansen:

Thank you for your recent inquiry of our Company, Total Environmental Service Technologies, Incorporated (TEST) and the services we provide. I have outlined a proposal for the operations and to act as the "Certified Operator in Responsible Charge" (COIRC) Operation of the City of Crest Hill's Wastewater Treatment Facilities.

Below is a general outline of what TEST will do for the plant(s):

- > A TEST employee/licensed operator will visit your facilities 3 (three) times per week for the contract period.
- > TEST will sign your official monthly IEPA DMR paperwork.
- > We will act as a liaison between the Village of Crest Hill and the IEPA on all Wastewater Treatment matters if you would like.
- > Includes all travel and vehicle mileage expenses.

# The cost for the above services: \$500.00 per visit initially making 3 (three) visits per week – 2 during the work week and 1 on a weekend day

\*Number of weekly/monthly visits is subject to change based on EPA approval.

Under either option, if you require additional services beyond what is contracted, the cost for this time would be charged at \$100.00 per hour.

TEST will work with you on any of these items to help clarify any questions you may have. If you have any further questions, please feel free to contact me. Sincerely, Total Environmental Service Technologies, Inc.

m

Christopher Perra President 815-252-9637

Memo

1



**Public Works Department** 

**City of Crest Hill** 

Date:	4/11/2025
Submitter:	Julius Hansen, Interim Director of Public Works
Department:	Public Works
Topic:	Organizational Structure Change in Public Works

### **Summary:**

### **Proposed Organizational Restructure of Public Works**

The purpose of the recommended organizational restructuring of the Public Works Department, in very general terms, is to improve the delivery of all services to the residents of the City of Crest Hill. As the current Interim Director of Public Works, I have been embedded in the department now for 4 months and feel I'm uniquely qualified to make a recommendation of this magnitude to improve the department. The employees are skilled, and with a few exceptions, are some of the best I have ever worked with. The challenge the city needs to overcome is providing oversight and leadership that is consistent for the department to function in a detailed oriented, cohesive manner resulting in a highly productive Public Works Department. As the Interim Director I was not hired to provide a long-term solution for the problems in the department. However, I feel obligated to leave the department much better than I found it.

### List of Concerns that I have observed:

- The current organizational structure lacks the dedicated leadership in each specialized field of Public Works that is essential to accomplishing all the work required in a professional manner.
- This current structure includes a Director of Public Works, Deputy Director, (currently vacant for a long period) and Administrative Assistant to lead the entire staff of Local 150 Unionized Labor.
- The span of control for these leadership positions is not adequate to provide the needed detailed technical oversight to meet all the demands of two (Class 1) Wastewater Plants,

a Water System, Fleet Services, Streets, Utilities, Building and Grounds, and Numerous other responsibilities.

- Having one employee being the "CERTIFIED OPERATOR IN RESPONSIBLE CHARGE" (COIRC) of both the Water system and two Class 1 Wastewater facilities has proven too much for one person. The current combination of having one employee as COIRC for water and wastewater is not sustainable.
- The city needs to have two different employees serving as an ROIC for Water and the other as an COIRC for Wastewater. Two people need to be in charge of these two major functions because each is highly regulated and demanding.
- When the current Wastewater COIRC leaves the city has extremely limited options to find another. Fortunately, we have found a contractor that is willing and able to assist the city.
- The cost to contract out the IEPA required oversight of an COIRC for Wastewater has been quoted at \$1500 per week. However, if this option is implemented as currently recommended a city employee will still need to supervise both wastewater plants in conjunction with contractual services of an COIRC.
- We potentially have two current employees that could fulfill the ROIC role in the future for Water and Wastewater if they both pass the exam on 4/7/25 and 4/1/25 respectively to acquire the credentials from IEPA. They cannot be the COIRC unless they pass the exam and the results are pending. If they pass the exam, then the city can determine if either one or both can be assigned the COIRC responsibilities.
- The current organizational structure provides four union crew leaders in the areas of Fleet, Streets, Building and Grounds, and East STP. However, the Water System and the West STP do not have a Crew Leader formally assigned in those important areas. A crew leader is the point of contact for non-union leadership to accomplish tasks with union members. Two employees from the union should be promoted to the crew leader positions.

The new Organizational Structure will change the department in the following ways:

- The Superintendent level of specialized oversight would be an improvement from the more generalized ability of a Director and Deputy Director that may not have technical knowledge to oversee both Water and Wastewater problems effectively.
- The Deputy Director and the individual Wastewater and Water ROIC positions would be eliminated in exchange for three Superintendents. The Administrative Assistant position should be eliminated in exchange for an Administrative Superintendent. I estimate the cost of \$80,000 to the water fund and \$80,000 to the sewer funds with no cost to the General Fund to implement these changes. The money saved on professional services and overtime would certainly offset that cost.

- The proposed Superintendent salary range would be \$110,000 to \$135,000, the Wastewater Superintendent and the Water Superintendent salaries would be charged from the Sewer and Water fund respectively at 100%.
- The Water System and West STP are lacking the detailed technical oversight of both a Superintendent and a Crew Leader. The two additional Crew Leader positions would be promotions for existing employees so the cost would be marginal
- These Superintendents would always provide a succession plan for the Director position in the future. The Superintendents could easily provide a means of several readily available in-house candidates outside the union to replace the Director temporarily or permanently as needed.

## **Recommended Council Action:**

Discussion only

### **Financial Impact:**

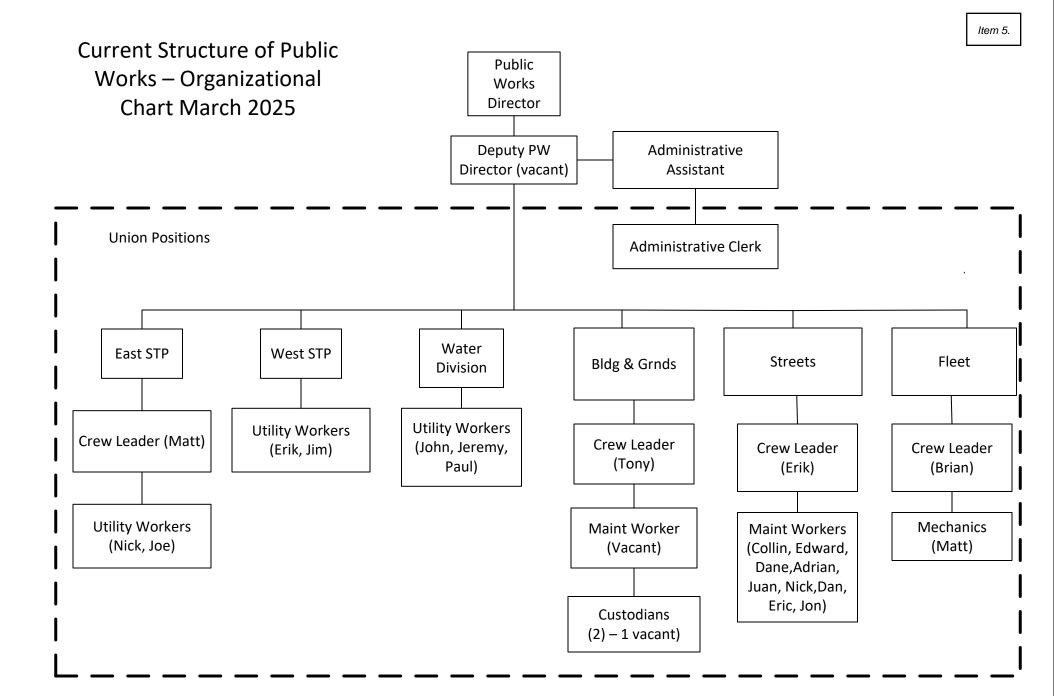
See attached Table

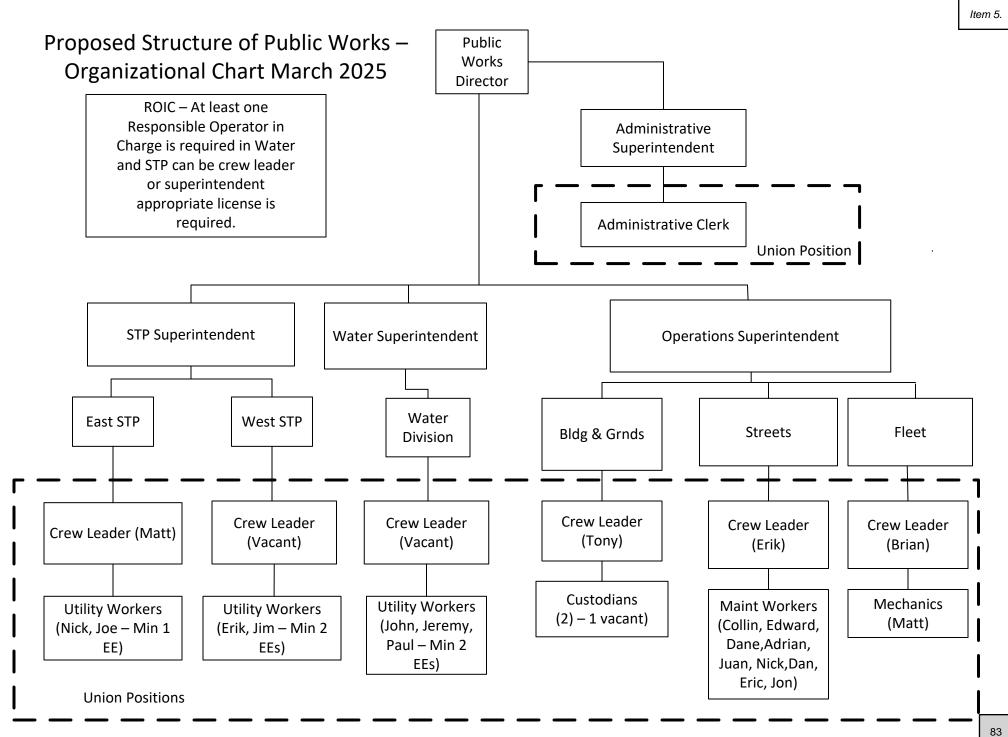
### Attachments:

- Cost Analysis Table
- Organizational Chart

Proposed New and Eliminated Positions	Water Fund	Sewer Fund	General Fund
Eliminate Deputy Director	-\$25,000	-\$25,000	-\$50,000
Eliminate Administrative Assistant	-\$20,000	-\$20,000	-\$30,000
Eliminate Position of Dual Water and Wastewater ROIC	-\$60,000	-\$60,000	0
Street/ Utility/ Fleet/ Building and Grounds Superintendent	+\$35,000	+\$35,000	+\$45,000
Water Superintendent (ROIC if needed)	+\$120,000	0	0
Wastewater Superintendent (ROIC)	0	+\$120,000	0
Assistant Superintendent	+\$25,000	+\$25,000	+\$35,000
West STP Crew Leader	0	+\$10,000	0
Water Crew Leader (ROIC)	+\$10,000	0	0
Total Additional Annual Cost Per Fund	+\$80,000	+\$80,000	0

# **Organizational Structure Change for Public Works Cost Analysis**





## **Agenda Memo**

Crest Hill, IL



Meeting Date:April 14, 2025Submitter:Mayor Raymond SolimanDepartment:Mayor's OfficeAgenda Item:Commissioner's Reappointment

**Summary:** I would like to update you on the five Commissioners whose terms expire on May 1, 2025. I have spoken with all five Commissioners individually and my recommendations are as follows:

### **Recommended Council Action:**

### **Civil Service Commission**

Frank Blaskey has agreed to serve another three-year term on the Civil Service Commission which will expire May 1, 2028. Frank was appointed in 2018 and will be serving his third three-year term. His reappointment will take place at the April 21, 2025, City Council meeting. I ask for your concurrence.

## **Plan Commission**

- A.) John Stanton has agreed to serve another three-year term on the Crest Hill Plan Commission, which will expire on May 1, 2028. John will be serving his fifth three-year term. His reappointment will take place at the April 21, 2025, City Council meeting. I ask for your concurrence.
- B.) Jeff Peterson was appointed to the Crest Hill Plan Commission on May 17, 2021. Jeff has agreed to serve a three-year term that will expire on May 1, 2028. His reappointment will take place at the April 21, 2025, City Council meeting. I ask for your concurrence.

## Liquor Commissioners

A.) Mike Gale has agreed to serve another four-year term as Deputy Liquor Commissioner, which will expire on May 7, 2029. Mike has served as Liquor Commissioner for the past 16 years. This reappointment will take place at the May 5, 2025, City Council meeting. I ask for your concurrence. B.) Dave Stengele has agreed to serve a four-year term as Deputy Liquor Commissioner, which will expire on May 7, 2029. Dave has served as Deputy Liquor Commissioner since January 21, 2019. This reappointment will take place at the May 5, 2025, City Council meeting. I ask for your concurrence.

If you have any questions or concerns, please feel free to contact me.

Respectfully Submitted,

Raymul & sh

Raymond R. Soliman Mayor City of Crest Hill

Financial Impact: Funding Source: Budgeted Amount: Cost:

Attachments:

### **City Council Agenda Memo**

Crest Hill, IL



Meeting Date:	April 14, 2025
Submitter:	Patrick Ainsworth, AICP, Community and Economic Development Director
	Ron Mentzer, Community and Economic Development Consultant
Department:	Community & Economic Development
Agenda Item:	First Amendment to Contract for Purchase of Real Estate (Former City Hall Property)

### **Background:**

On July 15, 2024, the City of Crest Hill and QuikTrip Corporation entered into a purchase and sale contract (hereinafter referred to as the "Contract") for QuikTrip's potential purchase and redevelopment of the former City Hall, located at 1610 Plainfield Road, with a new fueling center, convenience store, and additional future commercial uses (collectively the "Project"). Copies of this resolution and contract are attached for reference as Exhibit A. Under the Contract, QuikTrip had the ability to trigger two 45-day extensions to the contract for additional due diligence work on the site by paying the City \$5,000 for each extension (referred to in Sections 10 and 11of the Contract as the "Inspection Period"). QuikTrip has triggered both of these 45-day extensions.

### **Current Status:**

One of the more important elements of QuikTrip's ongoing due diligence work is to confirm what type of vehicle access the Illinois Department of Transportation (IDOT) will allow onto Plainfield Road for the Project. QuikTrip is desirous to have at least one full access curb cut onto Plainfield Road. As such, QuikTrip submitted a traffic study and a preliminary site development plan for the Project for IDOT review and input on March 17, 2025. As of the preparation of this memo, IDOT has not responded to this submission.

The current Contract, with the two extensions applied, expires on April 11, 2025. QuikTrip's Real Estate Manager submitted the April 8, 2025, letter attached as Exhibit B to request an amendment (the "First Amendment") to the Contract to provide QuikTrip an additional 90 days to work with the City of Crest Hill and IDOT to understand what type of driveway access for the Project will be allowed on the adjacent roadways. A copy of this request is attached as Exhibit B. As noted in Exhibit B, QuikTrip can close on its purchase of the City's property *without* having to first obtain a permit from IDOT. However, it is imperative to allow QuikTrip more time to work with IDOT to at least obtain feedback regarding a full vehicle access curb cut onto Plainfield Road.

Given the City's ongoing concerns with the safety of the operation of the existing Knapp Dr./Theodore Street intersection, cut through traffic on Knapp Dr., and the importance of a full access drive on

City Council April 14, 2025 First Amendment to the Contract for Purchase of Real Estate of the Former City Hall

Plainfield Road for any new commercial development on the former City Hall site, City Engineer Wiedeman and Community and Economic Development Director Ainsworth participated in a meeting with

IDOT representatives regarding these issues on April 3, 2025. Staff is awaiting written feedback on this meeting from IDOT. That feedback will help inform future City discussions and decisions regarding QuikTrip's project and potential City efforts to calm traffic on Knapp Dr.

### **First Amendment Details**

Representatives City staff, the City Attorney's office and QuikTrip have collaborated to prepare the draft "First Amendment" attached as Exhibit C for the City Council's consideration. Highlights of this amendment include:

- An additional 90-day due diligence period for QuikTrip to continue working with IDOT on understanding their access onto Plainfield Road;
- An additional payment of \$10,000 that will be deposited into the escrow account and go towards the purchase price;
- As part of the evaluation of traffic flow in this area, QuikTrip acknowledges the City may require or implement vehicular access restrictions and/or traffic calming measures in the Knapp Drive corridor; and
- Acknowledges the City would cooperate and be a co-applicant on the IDOT driveway access permit if required by IDOT.

Community and Economic Development staff recommends approval of the First Amendment as this will assist efforts to redevelop the former City Hall property, bring a tax-exempt property back onto the property tax rolls, and this extension will also assist the City to understand the accessibility of this site onto Plainfield Road. Should QuikTrip go through with the extension and not purchase the property, the City will at least have gained a more clear understanding of IDOT's restrictions for vehicle access onto Plainfield Road. Such information will assist with future development efforts.

**Recommended Council Action:** Direct City Staff and Attorney to Draft a Resolution to Approve and Authorize the First Amendment to the Purchase and Sale Agreement for the April 21, 2025, City Council Regular Session.

### Attachments:

- Exhibit A Resolution 1246 with Executed Contract to Sell the Old City Hall 1610 Plainfield Road to QuikTrip Corporation
- Exhibit B Letter Dated April 8, 2025 from QuikTrip Requesting an Amendment to the Contract for Purchase of Real Estate
- Exhibit C DRAFT First Amendment to Contract for Purchase of Real Estate

# Exhibit A

# RESOLUTION NO. 1246

### A RESOLUTION APPROVING AND AUTHORIZING A CONTRACT TO SELL THE OLD CITY HALL PROPERTY (1610 PLAINFIELD ROAD, CREST HILL) TO QUIKTRIP CORPORATION

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

WHEREAS, the City Council desires to sell its property, commonly known as the old City Hall, located at 1610 Plainfield Road, Crest Hill, Illinois (the "Property"); and

WHEREAS, on April 15, 2024, the City Council passed Resolution No. 1216 declaring the Property surplus and authorizing City Staff to conduct the sale of the Property and to solicit offers; and

WHEREAS, QuikTrip Corporation ("QuikTrip") submitted an acceptable offer subject to negotiation of a Contract with the City; and

WHEREAS, the City desires to sell said Property to QuikTrip, and QuikTrip desires to purchase said Property from the City, for the purchase price of One Million Six Hundred Fifty and 00/100 (\$1,650,000) Dollars and on the terms and conditions set forth in the attached Contract for Purchase of Real Estate ("Contract") attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, the City Council hereby finds that it is in the best interests of the City of Crest Hill to enter into said Contract with QuikTrip.

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

- **SECTION 1**: That the City Council hereby finds that all 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**: The City Council hereby approves the Contract for Purchase of Real Estate attached hereto as **Exhibit A** and authorizes the Mayor to execute and enter into said Contract and to do all things necessary to close the sale in accordance with the terms of the Contract, including but not limited to execution of the deed and all closing documents necessary to complete the sale.
- SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution 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 Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clauses.

**SECTION 4.** All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 5. This Resolution shall be in full force and effect from and after its passage, approval.

PASSED THIS 15TH DAY OF JULY, 2024.

Alderman Scott Dyke Alderwoman Claudia Gazal Alderman Darrell Jefferson Alderperson Tina Oberlin Alderman Mark Cipiti Alderman Nate Albert Alderman Joe Kubal Alderwoman Jennifer Methvin Mayor Raymond R. Soliman

Aye	Nay	Absent	Abstain
	- <u>/</u>	•	
$\neg$			
		$\overline{}$	·•
$\overline{\checkmark}$			• • • • •

Christine Vershay-Hall, City Clerk

APPROVED THIS 15TH DAY OF JULY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

# EXHIBIT A

# CONTRACT FOR PURCHASE OF REAL ESTATE (Purchaser: QuikTrip Corporation)

#### Store #4452

### **CONTRACT FOR PURCHASE OF REAL ESTATE**

THIS CONTRACT FOR PURCHASE OF REAL ESTATE ("Contract") is entered into between the CITY OF CREST HILL, an Illinois Municipal Corporation ("Seller"), and QUIKTRIP CORPORATION, an Oklahoma corporation, or assigns ("Buyer").

Upon execution of this Contract by both Seller and Buyer, evidenced by their signatures hereto, a valid and binding contract of sale shall exist. The "Effective Date" hereof shall be the last date the Agreement is executed by the Parties. The terms and conditions of which shall be as follows:

1.1 SALE: Seller agrees to sell and convey to Buyer by special warranty deed (the "Deed") and Buyer agrees to purchase the following-described real estate (the "Property") located in the **City of Crest Hill, Will County, Illinois**, as described on Exhibit "A" and depicted on Exhibit "A-1" attached hereto, together with (i) all strips and gores of land lying adjacent to the Property which Seller owns, (ii) all rights, easements and appurtenances belonging and appertaining thereto which Seller owns, and (iii) all oil, gas and mineral rights associated with the Property, if any, which Seller owns, and (iv) all right, title and interest of Seller in and to any and all (a) roads, streets, alleys or public and private rights of way, bounding the Property and (b) any improvements thereon, if any, in their present condition. The exact size and legal description of the Property shall be determined by a survey, as provided in paragraph 4 hereof. Seller agrees to convey good and marketable title to the Property upon payment of the Purchase Price (as defined below).

1.2 SELLER REPRESENTATION OF OWNERSHIP: As of the date of the signing of this Contract by Seller, Seller expressly represents that the names and titles utilized herein to identify Seller, have fee simple ownership of the Property and have the ability to convey the Property to Buyer at Closing.

2. PURCHASE PRICE: The total purchase price is **One Million Six Hundred and Fifty Thousand and No/100 Dollars (\$1,650,000.00)** (the "Purchase Price") payable by Buyer as follows:

(a) Within Ten (10) business days of the receipt of Buyer's corporate approval pursuant to paragraph 3 hereof, Twenty Thousand and No/100 Dollars (\$20,000.00) shall be deposited as earnest money and part payment of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be held in a non- interest bearing account by Fidelity National Title – National Commercial Services, 210 N. Clark, STE 220, Chicago, IL 60602, ATTN: Kimya Sarmadi the ("Escrow Agent").

(b) The balance of the Purchase Price, in full, shall be paid to Seller, in immediately available funds, upon delivery of the Deed at Closing (as defined below).

3. CORPORATE APPROVAL: This Contract is contingent upon Buyer obtaining, within fifteen (15) days after this Contract is executed by the Seller, approval from its corporate management for the purchase of the Property. If such approval is not obtained within this period, this Contract shall automatically terminate without any further action by either party and the Earnest Money Deposit deposited with the Title Company, if any, shall be returned to Buyer.

Page | 1

4. SURVEY: If a survey is available and in the possession of Seller, same shall be provided to Buyer within ten (10) days of the Effective Date hereof. During the Inspection Period (as defined below), Buyer shall cause a topographic and boundary survey, including a beer/wine survey if required to be prepared (the "Survey"). The Survey shall comply with the minimum standard detail requirements for land title surveys as adopted by ALTA/NSPS, and shall be sufficient and contain appropriate certificates to allow the title insurer to issue an ALTA extended coverage owner's title insurance policy. The Survey shall indicate the location of all improvements on the Property, if any. Buyer shall be solely responsible for the cost of the Survey.

5, TITLE: Seller, within sixty (60) days of the Effective Date of this Contract, shall obtain a commitment (the "Title Commitment") for a standard Owners Title Insurance Policy (Owner's Policy ALTA 6-17-06) (the "Title Policy") insuring Buyer in the amount of the Purchase Price as of the date of the recording of the Deed, subject only to reasonable utility easements and building restrictions of record, if any, which do not hinder Buyer's intended plans for the Property. Buyer shall have fifteen (15) days after having received both the Survey and the Title Commitment in which to have the Title Commitment and Survey examined and furnish Seller notice in writing of any objections to the title. In case of valid objections to the title, Seller shall have thirty (30) days or such additional time as may be agreed to in writing by Seller and Buyer to satisfy such objections. Buyer reserves the right to make further objections to any additional title matters arising between the effective date of the Title Commitment and the date of Closing, such additional objections to be satisfied by Seller before Closing. If such valid objections cannot be satisfied within the time specified in this paragraph, Buyer may elect to terminate this Contract by written notice to Seller, whereupon the Earnest Money Deposit and any Additional Earnest Money Deposits shall be returned to Buyer, Buyer shall return the Title Commitment to Seller, and this Contract shall be of no further force and effect. The cost of title insurance shall be the responsibility of Seller and shall be charged to Seller at Closing.

### 6. TAXES AND PRORATIONS:

- (a) Seller shall pay in full:
  - all existing improvement liens or other assessments affecting the Property upon the date of Closing, whether such liens or assessments are then due and payable, bonded or otherwise due on one or more future dates;
  - (ii) all taxes, other than general ad valorem taxes for the current calendar year, which are a lien on the Property upon the date of Closing; and
  - (iii) the cost of any item of workmanship or material furnished on or prior to the date of Closing, including any utility charges, except those costs or utility charges incurred at the direction of Buyer.
- (b) The following items shall be prorated between Seller and Buyer as of the date of Closing:
  - (i) rents, if any; and

(ii) general ad valorem taxes for the current calendar year, provided that, if the amount of such taxes has not then been fixed, the proration shall be based upon the rate of levy for the previous calendar year and adjusted upon receipt of actual bills.

7. RISK OF LOSS: Until Closing or transfer of possession, whichever occurs last, risk of loss to the Property shall be upon Seller.

8. ENVIRONMENTAL INFORMATION: Seller shall provide to Buyer copies of any and all reports, studies, investigations, or other documents relating to the environmental or geologic condition of the Property, including wetlands and/or floodplain, within ten (10) days after the Effective Date. Buyer acknowledges that such information is provided for informational purposes only and by doing so Seller makes no representations or warranties, whether expressed or implied, as to the accuracy or completeness of such information or the presence or absence of any hazardous substance or chemical or hydrocarbon product on or about the Property.

9. ENVIRONMENTAL CONDITIONS: If underground storage tanks, petroleum products or other environmental hazards or contamination (the "Environmental Conditions") arc found on or in the Property, Seller may choose to either i) be responsible for all costs associated with the removal and remediation of the Environmental Conditions in full compliance with all federal, state and local laws, rules and regulations governing the Environmental Conditions or ii) to offer to allow Buyer to terminate this Agreement. If Seller offers to allow Buyer to terminate this Agreement, Buyer may elect to i) terminate this Agreement, or ii) agree to be solely responsible for the costs associated with Seller's removal and remediation of the Environmental Conditions. If Buyer elects to be responsible for Seller's costs associated with the removal and remediation of the Environmental Conditions, Seller hereby agrees to reasonably cooperate with Buyer and execute any necessary documents, applications, permits or other reports regarding the Environmental Conditions. The provisions of this paragraph shall survive Closing.

### 10. INSPECTION PERIOD AND BUYER'S RIGHT TO TERMINATE:

(a) Beginning on the Effective Date of this Contract and continuing for a period of **one hundred eighty (180)** days thereafter (the "Inspection Period"), unless such period is extended as provided in paragraph 11 hereof, Buyer and its agents, at Buyer's sole cost and expense, shall have the right to enter the Property to inspect the Property and perform and/or obtain any tests, surveys, studies and assessments, including, but not limited to, a Phase I and Phase II Environmental Assessment involving soil and ground water borings and/or excavations as determined necessary by Buyer. Seller acknowledges and agrees that there are numerous material contingencies to Buyer's acquisition of the Property, including, but not limited to, obtaining necessary governmental approvals and permits, curb cut authorizations, necessary access rights, zoning, availability of utilities, and Buyer's determination of the economic feasibility and general suitability of the Property for Buyer's proposed use. Seller agrees to reasonably cooperate with Buyer, at no cost or expense to Seller, regarding Buyer's inspection of the Property, including, but not limited to, executing any disposal manifests or other documents related to the environmental testing performed by Buyer.

(b) In the event Buyer determines in its sole and absolute discretion that the Property is not suitable for Buyer's intended use within the Inspection Period, as may be extended

as provided herein, Buyer may elect to terminate this Contract by written notice to Seller and the Escrow Agent. If this Contract is terminated, the Earnest Money Deposit shall be distributed pursuant to the provisions of paragraph 14, and neither party shall have any further obligations hereunder. All applications, including applications subsequently required by law or procedure shall be diligently pursued. Seller shall cooperate with Buyer in filing and pursuing governmental approvals as determined necessary by Buyer, provided such cooperation is at no cost or expense to Seller. It is understood that Buyer will be expending considerable time, effort and/or money in conducting the foregoing inspections, which shall constitute independent consideration to Seller for removing the Property from the market.

Buyer shall promptly restore the Property to conditions substantially similar (c) to the condition of the Property immediately prior to any inspection or testing performed by Buyer during the Inspection Period. Buyer agrees to defend, protect, indemnify and hold Seller harmless from and against any damages to the Property or for any and all liability, liens, claims, suits for personal injury, death, or damage to property resulting from or caused by the activities of Buyer's agents, employees, licensees, and contractors on the Property; provided, however, that Buyer shall not be required to indemnify Seller for and Seller shall hold Buyer harmless from any liability or damages arising from the discovery of any existing Environmental Matters on the Property, including any diminution in value of the Property or costs of remediation. This indemnification shall survive Closing or termination of this Contract. Without limiting the foregoing, it shall be a condition of entry by Buyer, its employees and agents or contractors that Buyer shall have furnished Seller with a Certificate of General Liability Insurance in an amount not less than \$2,000,000, single limit which shall insure against claims and demands for damages to property or injury to persons arising out of or related to such entry on the Property, shall name Seller as an additional insured thereunder and shall otherwise be in a commercially reasonable form.

11. INSPECTION PERIOD EXTENSION: In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial Inspection Period, Buyer may extend the Inspection Period for up to two (2) additional forty-five (45) day periods with the payment of **Five Thousand and No/100 Dollars (\$5,000.00**), per month (each, an "Additional Earnest Money Deposit"). Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller.

12. ROAD IMPROVEMENTS: In the event that road improvements are required in front of the Property or any property belonging to Seller that is contiguous to the Property by the appropriate governmental entity, for whatever reason, Buyer, at Buyer's expense, shall construct all road improvements required by the appropriate governmental entity.

13. EASEMENTS: Seller and Buyer agree to execute slope, ingress/egress, sanitary/ storm sewer, septic drainfield, sign and temporary construction easements, any permits, licenses or other documents necessary or required for Buyer's proposed development of the Property.

14. TERMINATION: In the event Buyer terminates this Contract for any reason provided herein, the Escrow Agent shall immediately release to Seller One Hundred and No/100

Dollars (\$100.00) of the Earnest Money Deposit, as well as any Additional Earnest Money Deposits paid pursuant to paragraph 11 hereof, as full consideration for this Contract and the granting of this right of termination. The balance of the Earnest Money Deposit shall be immediately returned to Buyer, whereupon no party hereto shall have any further right, duties, claims or liabilities hereunder.

15. SPECIAL CONDITIONS: Buyer agrees it will use commercially reasonable efforts to (i) raze the existing building and structure(s) on the Property within eighteen (18) months from the Closing Date and (ii) complete IEPA required environmental remediation activities on the Property and obtain IEPA required NFR letters for non-residential uses within twenty-four (24) months from the Closing Date. At Closing, Buyer will provide a letter of credit, or other financial assurance acceptable to the Seller, in an amount equal to the estimated cost to complete the demolition, remediation, and NFR obligations.

### 16. SURPLUS LAND AND USE RESTRICTION:

- (a) Buyer acknowledges that Seller's expectations for the Surplus Land are for the development of a multi-tenant commercial building(s) with quality retailer(s), restaurant user(s) and/or quality free-standing sit-down restaurants or QSR(s).
- (b) At Closing, the Deed conveying the Property shall contain a separate restrictive covenant restricting the use of the Property from any of the uses listed on Exhibit B attached hereto and made a part hereof.

### 17. SELLER'S REPRESENTATIONS: Seller's representations are as follows:

- (a) There are no contracts or other obligations outstanding for the sale, exchange, or transfer of all or any part of the Property.
- (b) There are no sites of historical or archaeological importance on the Property, which in any way would impede, curtail, limit, or restrict the development of the Property.
- (c) Seller shall not at any time prior to Closing grant to any person an interest in the Property.
- (d) Seller is in full compliance with all applicable laws, regulations, and government guidance relating to the prevention and detection of money laundering violations or terrorist activities or threats. Seller represents and warrants to, and covenants with Buyer that, as of the Effective Date of this Contract and the date of Closing, neither Seller nor any affiliate of Seller, including any person or entity that, directly or indirectly, is in control of, is controlled by, or is under common control with such person or entity or is a director or officer of such person or entity, or of an affiliate of such person or entity, is or shall be (i) listed on the Specially Designated Nationals or

Blocked Person List maintained by the Office of Foreign Assets Control ("OFAC"), Department of the Treasury, or any other similar lists maintained by OFAC or any other governmental authority pursuant to any authorizing statute, Executive Order or regulation; or (ii) a Person designated under Section 1(b), (c) or (d) of Executive Order No. 13224 (September 23, 2001), any related enabling legislation, or any other similar Executive Orders.

18. CLOSING: The closing of this Contract ("Closing") shall take place at the offices of the Escrow Agent within thirty (30) days after the expiration of the Inspection Period, as may be extended pursuant to paragraph 11 or satisfaction of all contingencies hereto, as determined in Buyer's sole discretion, whichever occurs first.

19. CLOSING — SELLER'S DELIVERIES: At Closing, Seller shall deliver or cause to be delivered to Buyer, at Seller's sole cost and expense, each of the following:

- (a) The Deed, duly executed and acknowledged by Seller.
- (b) The FIRPTA Certificate, duly executed and acknowledged by Seller.
- (c) The final revised Title Policy in the form specified in paragraph 5 hereof.
- (d) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.
- (e) A certificate stating that the representation and warranty contained in paragraph 17(d) is true and correct as of, and through, the Closing.

20. CLOSING — BUYER'S DELIVERIES: At the Closing, Buyer, at Buyer's sole cost and expense, shall deliver to Seller the following:

- (a) The Purchase Price in the amount and manner required by paragraph 2 hereof.
- (b) All additional documents and instruments as in the mutual and reasonable opinion of Seller's and Buyer's counsel and the Escrow Agent, are reasonably necessary for the proper consummation of this transaction.

21. POSSESSION: Seller shall vacate and cause all other persons to vacate the Property, and shall deliver tenant-free possession of the Property to Buyer at Closing.

22. BREACH OR FAILURE TO CLOSE: If, after Seller has performed Seller's obligations under this Contract, and if within five (5) days after the date specified for Closing under paragraph 19, Buyer fails to make the payments under this Contract, without reasonable cause or extension, then the Earnest Money Deposit and any Additional Earnest Money Deposit shall be paid to Seller as liquidated damages for the breach of the Contract by Buyer, as Seller's sole remedy. Seller and Buyer agree that such amount is a reasonable amount for liquidated

Page | 6

damages and that it would be impractical and extremely difficult to determine actual damages. If Buyer shall perform all of the obligations of Buyer hereunder and Seller shall breach this Contract or fail to perform all of the obligations of Seller hereunder, then Buyer shall be entitled to either (i) cancel and terminate this Contract, and receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits or (ii) pursue specific performance. Buyer and Seller may mutually agree, in writing, to terminate this Contract. If so, Buyer shall receive a full refund of the Earnest Money Deposit and any Additional Earnest Money Deposits.

23. NOTICES: All notices required under this Contract shall be deemed to be properly served if reduced to writing and sent by (i) certified or registered mail; (ii) Federal Express or similar overnight courier; (iii) facsimile transmission; (iv) e-mail with read receipt requested; or (v) personal delivery, and the date of such notice will be deemed to have been the date on which such notice is delivered or attempted to be delivered as shown by the certified mail return receipt or a commercial delivery service record, in the case of facsimile on the date of receipt of the transmission as shown on a successful transmission confirmation receipt, or in the case of e-mail on the date of transmission as shown on the system time for the transmitting party. Provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. All notices shall be addressed as follows, unless otherwise specified in writing:

### SELLER:

Name:City of Crest HillAddress:20600 City Center Boulevard<br/>Crest Hill, Illinois 60403Attn:Mayor Raymond R. SolimanFax:815-741-5100E-Mail:rsoliman@cityofcresthill.com

#### with a copy to:

Spesia & Taylor 1415 Black Road Joliet, Illinois 60435 Attn: Christian G. Spesia Fax: 815-726-6828 E-Mail: cspesia@spesia-taylor.com

### BUYER:

QuikTrip Corporation 4705 South 129<sup>th</sup> East Avenue Tulsa, Oklahoma 74134 Attn: Michael Z Ward, Division Real Estate Manager Fax: (918) 615-7441 E-Mail: mward@quiktrip.com

#### with a copy to:

QuikTrip Corporation

50 S. Main St, STE 200 Naperville, IL 60540 Attn: Charlie Tarwater, Rcal Estate Manager Fax : (918) 760-3070 E-Mail: ctarwate@quiktrip.com

with a copy to:

QuikTrip Corporation 4705 South 129<sup>th</sup> East Avenue Tulsa, Oklahoma 74134 Attn: General Counsel Fax: (918) 994-3594 E-Mail: legalnotice@quiktrip.com

24. BROKER: Buyer and Seller acknowledge there are no brokers involved in this transaction other than Mike Wesley and Matt Smetana of Edgemark who shall be paid a commission by Seller at Closing pursuant to separate agreement. Except for the foregoing, Seller and Buyer shall indemnify and hold each other harmless from any and all claims, liabilities, damages or expenses, including attorneys' fees and court costs, resulting from claims by any other broker, finder, agent or salesperson arising from the sale of the Property pursuant to this Contract. This indemnity shall survive the Closing.

25. ASSIGNMENT: Buyer shall not assign this Contract except to an affiliate of Buyer. For purposes of this Contract, an "affiliate" means, with respect to Buyer, any person or entity directly or indirectly controlling, controlled by, or under common control with Buyer. For purposes of this definition, the terms "controls", "is controlled by", and/or "is under common control with" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of persons or entities, whether through the ownership of owning securities, by Agreement or otherwise.

26. LEGAL FEES: If either Buyer or Seller brings any action or suit against the other for any matter relating to or arising out of this Contract then the prevailing party in such action, suit or proceeding, whether by final judgment or out of court settlement, shall be entitled to recover from the other party all costs and expenses of suit, including actual reasonable attorneys' fees.

27. EFFECT: This Contract, when executed by both Seller and Buyer, shall be binding upon and inure to the benefit of Seller and Buyer.

28. ENTIRETY: This Contract sets forth the complete understanding of Seller and Buyer and supersedes all previous negotiations, representations and agreements between them and their agents.

29. AMENDMENT: This Contract can only be amended or modified by a written agreement signed by Seller and Buyer.

31. CONFIDENTIALITY: Seller and Buyer agree to keep any and all financial information disclosed by Buyer to Seller confidential and not to make any public announcement or disclosure or provide any third party any information or facts related to such information,

without the written consent of the Buyer. The Seller's Confidentiality obligation pursuant to this Paragraph is subject to all obligations to comply with the requirements of the Illinois Freedom of Information Act. The provisions of this paragraph shall survive Closing.

32. GOVERNING LAW, JURISDICTION AND VENUE: This Contract shall be governed by, and construed and interpreted under, the laws and judicial decisions of the State of Illinois. The Parties, to the fullest extent permitted by law, hereby knowingly, willingly, intentionally, and voluntarily submit to the exclusive personal and subject matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. As such, the Parties hereby waive and forfeit their right to challenge jurisdiction and venue over any such dispute in said court, including but not limited to their ability to file motions to dismiss on jurisdictional grounds, to file motions for any change of venue, including but not limited to a motion forum *non conveniens*, and to file any motion seeking removal to federal court.

33. COUNTERPARTS: This Contract and any amendment thereto may be executed in any number of counterparts, all of which taken together shall constitute one and the same original, and the execution of separate counterparts by Buyer and Seller shall bind Buyer and Seller as if they had each executed the same counterpart. Further, the parties agree that this Contract may be signed by electronic signature. The parties further agree that the electronic signatures appearing on this Contract shall be treated, for purposes of validity, enforceability, authentication, and admissibility, the same as hand-written signatures.

34. TIME OF ESSENCE: This Contract shall be null and void unless signed by Seller and delivered to Buyer on or before 5:00 P.M., July 2024. Time is of the essence of this Contract and Buyer and Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or obligation, or any time period specified hereunder occurs on a Saturday, Sunday, days proclaimed as legal holidays by the state, city or federal government or days where the recipient party's office is closed due to natural disaster, then such date or time period shall be extended until the next business day. Initials  $\mathcal{R}$ ,  $\mathcal{S}$ .

35. CITY MONUMENT SIGN EASEMENT: Prior to the end of the Inspection Period, Seller and Buyer shall agree upon the terms of a sign easement (the "Easement") to accommodate the Seller's future construction of a Primary "City of Crest Hill City of Neighbors" masonry monument sign (the "Sign"). The Sign shall be similar in design to the Primary Sign Redesign details illustrated on Exhibit C or an alternate design mutually agreed upon by Seller and Buyer. At Closing, the Easement shall be dedicated to or reserved by Seller in a portion of southeast corner of the Property. The precise size and location of the Easement to be agreed upon by Buyer and Seller prior to the end of the Inspection Period and shall minimize site impacts on the business operations to be conducted on the Property, including the surplus portion. The Sign shall not to exceed six (6) feet, six (6) inches in height or 13'-8" in length.

36. COORDINATED SITE REDEVELOPMENT PLAN: No later than two (2) years from Closing, Buyer agrees to commence the process of rough grading the Property, constructing interior access roads allowing each development pad on the Property to access all three existing driveways, and grant casements for the benefit of the remaining parcels for access and utilities.

Furthermore, Buyer agrees the planned QuikTrip Gas Station gasoline pump island improvements will be located either along the Plainfield Road frontage of the Property, west of the planned convenience store building, or in another location mutually agreed upon by the Seller and Buyer that would minimize the impact these improvements will have on the existing residential development to the east.

37. IMPROVEMENT AND MAINTENANCE OF STATE OWNED RIGHT OF WAY: Subject to the consent and approval of the Illinois Department of Transportation, Buyer agrees to maintain the vegetation on the unimproved section of State right-of-way located adjacent to the southeast corner of the Property and at the northwest corner of Knapp Street and Theodore Street consistent with the landscape improvements and maintenance performed by Buyer on the Property it intends to develop as a QuikTrip gas station and convenience mart; provided, if IDOT or the land owner does not consent to such activity, Buyer shall not be obligated to perform such improvement or maintenance.

(signature pages to follow)

APPROVED BY SELLER: This 15th day of JULY , 20 25.

**CITY OF CREST HILL** 

By: Rayment M. 2 Raymond R. Soliman

Mayor

APPROVED BY BUYER: This 3th day of July \_\_\_\_, 20<u>24</u>\_\_\_\_

QUIKTRIP CORPORATION

By: (

Charlie Tarwater Real Estate Manager

BUYER'S CONTRACT REVIEW

666 0

By:

". Matt Christensen " Corporate Counsel

Dated: July 3, 2024

BUYER'S CORPORATE APPROVAL: QuikTrip Corporation

By: mul an

Michael Z. Ward Division Real Estate Manager Regland Director of Real Estate Dated: 7/3/2024

Page | 11

### EXHIBIT "A" Property Description

Approximately 244,807 +/- square feet of land located at the northeast corner of the existing Plainfield Rd (SR 30) right-of-way and Theodore St (SR 7) in the City of Crest Hill, Will County, Illinois. Exact legal description to be determined by survey.

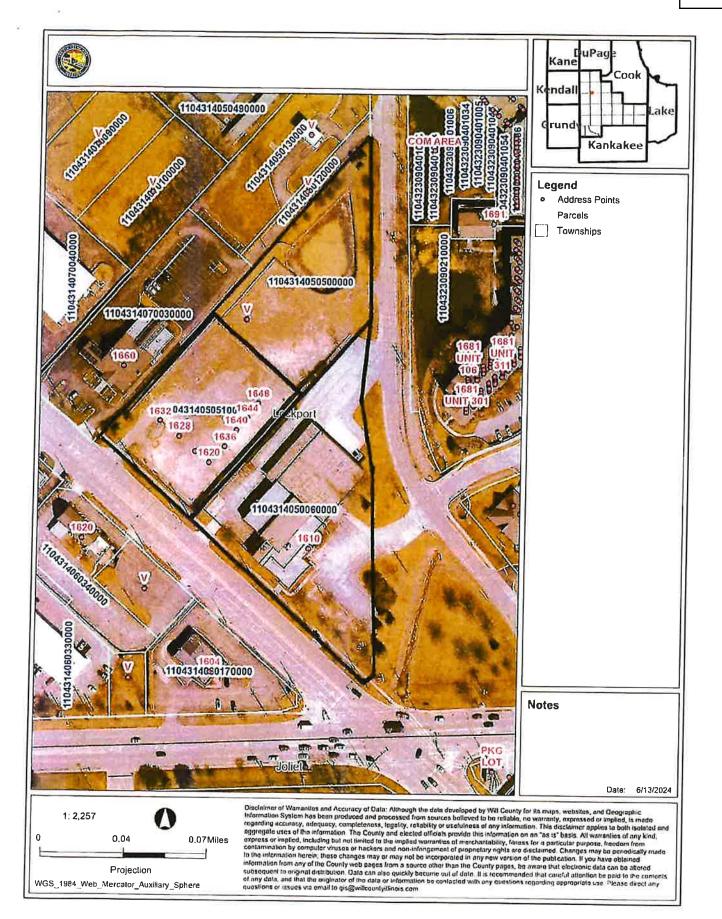
A depiction of the Property is set forth on Exhibit "A-1".

+

2

# EXHIBIT "A-1" GIS Depiction

3 3



# EXHIBIT "B"

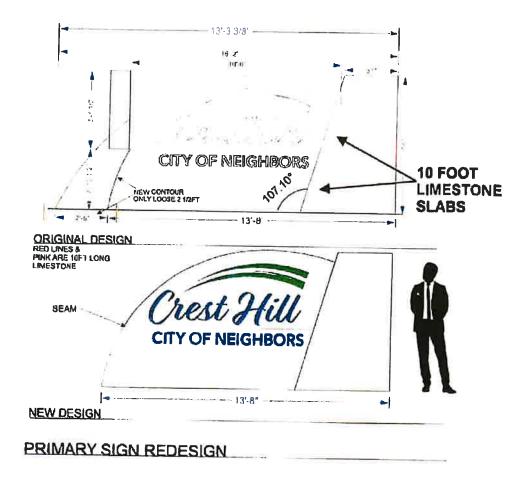
### Restricted Uses

The following uses shall be prohibited or limited on the Property as set forth below:

- a. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Sales/Rental
- b. Large Equipment/Machinery, Boats, Trucks, Campers, RV, Service
- c. Animal Shelter/Kennel
- d. Automobile Body Repairing/Painting Services and Automobile Diagnostic/Service Centers
- e. Automobile Laundry (Car Wash)
- f. Automobile Rental Agency
- g. Automobile Sales and or Leasing/Service; new and used
- h. Car Title Loans
- i. Pawn Shop
- j. Second Hand Shops/Rummage Shops
- k. Pay Day Loans
- 1. Freestanding Tobacco, Cigar/Cigarette Shop
- m. Self Service Storage Facility
- n. Ambulance Service
- o. Taxicab, Chauffeur/Limousine Service
- p. Freestanding Package Liquor store
- q. Dry cleaning/pressing establishment
- r. Laundromat
- s. Resale dealer
- t. Daycare center/nursery school
- u. Not-for-profit or charitable organizations
- v. Video Gaming shall be allowed when limited to a Licensed "Truck Stop" Establishment per Chapter 5.77 of the City Code
- w. Limited to one (1) hair salon
- x. Limited to one (1) barber shop
- y. Limited to one (1) nail salon

Page | 14

Exhibit "C" Primary City Sign Design Examples



4

April 9, 2025

Via E-Mail with read receipt requested

City of Crest Hill 20600 City Center Boulevard Crest City, IL 60403 Attn: Mayor Raymond R. Soliman E-mail: rsoliman@cityofcresthill.com

RE: Contract for Purchase of Real Estate at 1610 Plainfield Road, Crest Hill, IL

Dear Mayor Soliman,

On July 15, 2024, the City of Crest Hill (as Seller) entered into a Contract for Purchase of Real Estate with QuikTrip Corporation (as Buyer) (the "Contract"). Please accept this letter as written notice that, due to QuikTrip's inability to obtain all necessary consents from the Illinois Department of Transportation regarding access to the Property, including, more specifically, approval for a full access driveway on Plainfield Road serving the Property (the "DOT Full Access Approval") prior to expiration of the Inspection Period of the Contract, QuikTrip Corporation hereby elects to terminate the Contract pursuant to Paragraph 10(b) of the Contract. Provided, however, that QuikTrip desires and intends to enter into a mutually acceptable addendum with the City of Crest Hill to revive and reinstate such Contract in the event that the City of Crest Hill City Council approves an amendment to the Contract to grant QuikTrip a 90-day extension of the Inspection Period to obtain such DOT Full Access Approval at the City Council's meeting on April 21, 2025.

Accordingly, QuikTrip hereby directs that the Escrow Agent hold the Earnest Money Deposit until the earlier of: (i) April 22, 2025, or (ii) such time as QuikTrip informs Escrow Agent that the parties have entered into an addendum reviving and reinstating the Contract. If no such addendum has been executed by the parties by April 22, 2025, it is requested that the Escrow Agent release the amount of (a) \$100.00 of the Earnest Money Deposit to the City of Crest Hill, pursuant to Paragraph 14 of the Contract, together with any Additional Earnest Money Deposits that have become non-refundable pursuant to Paragraph 11 of the Contract, and (b) \$19,900.00 be returned to QuikTrip Corporation, pursuant to Paragraph 14 of the Contract.

Thank you for your cooperation and assistance with this matter.

Sincerely,

Junater

Charlie Tarwater Real Estate Manager QuikTrip Corporation

cc: Kimya Sarmadi, Fidelity National Title – National Commercial Services Christian G. Spesia, Spesia & Taylor Truitt Priddy, QuikTrip Corporation Brandon Rule, QuikTrip Corporation

### CSpesia rev 04/10/25 and RMentzer rev. 04/10/25 FIRST AMENDMENT TO CONTRACT FOR PURCHASE OF REAL ESTATE

This First Amendment to Contract for Purchase of Real Estate (this "Amendment") is entered into effective the date it is last executed, between the **City of Crest Hill, an Illinois Municipal Corporation** ("Seller"), and **QuikTrip Corporation, an Oklahoma corporation**, or assigns ("Buyer"). Seller entered into a Commercial Real Estate Sale Contract with Buyer effective the 15th day of July, 2024 (the "Contract"). The parties now desire to amend such Contract and in consideration of the mutual agreements herein contained, it is agreed as follows:

1. Paragraph 11 of the Contract is hereby deleted in its entirety and replaced with the following:

"In the event Buyer is unable to complete its inspection and evaluation of the Property within the initial 180 days of the Inspection Period, Buyer may extend the Inspection Period for up to **two** (2) additional forty-five (45) day periods with the payment of Five Thousand and No/100 Dollars (\$5,000.00), per extension, and **one (1)** additional ninety (90) day period, with the payment of **Ten Thousand and No/100 Dollars (\$10,000.00)** (each payment for the extensions shall be an "Additional Earnest Money Deposit" and collectively referred to as the "Additional Earnest Money Deposit. Such payments shall be delivered to the Escrow Agent on or before the expiration of the Inspection Period or any subsequent extension thereof and shall be deposited as an Additional Earnest Money Deposit. Such payments shall apply to the Purchase Price upon Closing, but shall be non-refundable if the Contract is terminated for any reason other than Seller's default, pursuant to paragraph 5 above or paragraph 22 below. In the event Buyer terminates this Contract, the Escrow Agent shall immediately release these Additional Earnest Money Deposits to Seller."

2. The following language is hereby added to the end of paragraph 15 of the Contract:

"Buyer and Seller acknowledge that Seller may require access restrictions and/or traffic calming measures along the Knapp Street corridor as part of Seller's approval of Buyer's permit applications for Buyer's proposed development of the Property. Buyer and Seller acknowledge that a condition precedent to Buyer for Closing of this Contract is that Buyer must obtain approval from the Illinois Department of Transportation ("IDOT") for a full access driveway on Plainfield Road which services the Property (the "Full Access Approval"). In the event the Full Access Approval is not granted to Buyer prior to the expiration of the Inspection Period, as may be extended, and Buyer elects to terminate this Contract, the Escrow Agent shall immediately release to Seller One Hundred and No/100 Dollars (\$100.00) of the Earnest Money Deposit and the Additional Earnest Money Deposits as full consideration of this Contract and the remainder of the Earnest Money Deposit shall be returned to Buyer, whereupon no party shall have any further right, duties, claims or liabilities hereunder."

- 3. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same instrument. Any signature delivered by a party hereto by facsimile transmission or by electronic mail in a portable document format shall be deemed an original signature hereto, and the parties hereby agree to accept and rely upon any such document sent by facsimile transmission or by electronic mail as if same bore original signatures.
- 4. All capitalized terms used in this Amendment, unless defined herein, have the same meanings given to them in the Contract. In the event of a conflict between the terms of the Contract and this Amendment, the terms of the Amendment shall prevail.
- 5. Buyer and Seller acknowledge and agree this paragraph is for informational purposes only and creates no obligations on Buyer or Seller. Buyer and Seller intend to allow Buyer the right to extend the Inspection Period for additional time to conduct its inspections and evaluations of the Property. Buyer shall continue to have all rights provided for in the Contract during the Inspection Period, including the right to terminate if Buyer determines in its sole and absolute discretion that the Property is not suitable for its intended use. Buyer intends, but shall not be obligated, to (i) continue communications with IDOT and Seller's Planning and Development Staff regarding curb cuts and access to the Property, (ii) pursue a variance through the Seller's authority having approval rights, and (iii) finalize and submit updated elevation renderings of Buyer's Development to the Seller's planning and development staff for review and approval. Seller agrees that if necessary, Seller will be a co-applicant on any permits submitted to IDOT for curb cuts and access to the Property, all at no cost to Seller. Buyer submitted its second round of development plans for Buyer's Development to the Seller's authority having approval rights on 2/28/2025 for Seller's planning and development staff's review. Buyer is currently working on providing Seller with updated renderings and elevations for Buyer's Development, which Buyer intends to consist of Buyer's newest prototype. Buyer intends to deliver such elevations and renderings to Seller by early May 2025.

(The remainder of this page is intentionally left blank. Signature page follows.)

In all other respects, the Contract is hereby ratified and confirmed.

APPROVED BY SELLER: This \_\_\_\_\_ day of April, 2025.

City of Crest Hill

Raymond R. Soliman, Mayor

APPROVED BY BUYER: This \_\_\_\_\_ day of April, 2025.

QuikTrip Corporation

By: \_\_\_\_\_

Truitt Priddy Division Real Estate Manager