



City Council Work Session

Crest Hill, IL

November 28, 2022

7:00 PM

Council Chambers

1610 Plainfield Road, Crest Hill, IL 60403

Agenda

- [1.](#) Civil Service Commission
- [2.](#) Building Commissioner Appointment
- [3.](#) Park District Intergovernmental Agreement & Office Space Lease
- [4.](#) TIF District Interested Parties Registry
- [5.](#) Graffiti Removal on Private Property
6. Public Comments
7. Mayor's Updates
8. Committee/Liaison Updates
9. City Administrator Updates

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



Agenda Memo**Crest Hill, IL**

Meeting Date: November 28, 2022
Submitter: Jim Marino, City Administrator
Department: Administration
Agenda Item: Civil Service Commission

Summary: Our labor attorney, John Kelly, will attend the November 28 work session to discuss the Civil Service Commission. John provided the attached overview of the Civil Service Commission.

Recommended Council Action: None.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Civil Service Commission overview

CIVIL SERVICE COMMISSION

AN OVERVIEW

The Crest Hill Civil Service Commission is empowered by law to oversee the hiring, promotion and termination of certain employees of the City. While the Illinois Civil Service Commission Act, 65 ILCS 5/10-1-1 *et seq.* establishes the legal authority for the establishment of a civil service commission, it was the residents to the City of Crest Hill that actually established the Crest Hill Civil Service Commission through the passage of a referendum. Section 10-1-43 of the Civil Service Commission Act sets out the process for the creation of a civil service commission. In order to abolish the civil service commission, the citizens of Crest Hill would have to pass another referendum to abolish the civil service commission. While the State of Illinois also maintains a civil service commission, it is not in any way affiliated with the Crest Hill Civil Service Commission. Both operate independently. If the City were to abolish the Civil Service Commission, the City would have to establish a fire and police commission to oversee the hiring of police officers. Other City employees would be hired by a process created by the City and overseen by City administration. All Illinois communities with a population of greater than 5,000 are required to establish a police and fire commission for the hiring, promotion and discipline of police officers.

The initial purpose of a civil service commission was to provide an independent, merit-based hiring process for public employers by removing political, nepotism and favoritism considerations.

The civil service commission oversees the administration of the hiring, promotion and termination process for employees not excluded from the classified service of the City. Section 3 of the Civil Service Commission Act requires the Commission to classify all offices and employees of the City for the purposes of establishing hiring and promotion lists. Section 17 of the Act lists those City employees that are exempted from civil service commission authority. These positions include elected municipal officials, the municipal manager, one deputy and one private secretary for each elected municipal official.

The Civil Service Commission is authorized to adopt rules to carry out the purposes of the Civil Service Commission Act. These rules should reflect the requirements set out in the Act. Absent home rule authority, neither the City nor the Civil Service Commission have any authority to expand the requirements of the statute. The Civil Service Commission Act in Section 22 requires the Commission to appoint a chief examiner who is to oversee any examination conducted by the Commission. The chief examiner can be anyone appointed by the Commission, but the chief examiner is subject to the direction of the Civil Service Commission. Historically, in Crest Hill, the chief examiner has been the City Administrator or the Human Resources Director. The chief examiner has no independent authority to conduct exams, hire or promote individuals but only acts at the direction of the Civil Service Commission. Ultimately hiring authority for City of Crest Hill employees comes from the City Council through the City Administrator or elected department head.



Agenda Memo**Crest Hill, IL**

Meeting Date: November 28, 2022
Submitter: Jim Marino, City Administrator
Department: Administration
Agenda Item: Building Commissioner Appointment

Summary: Three applications were received for the building commissioner position. One candidate, Casimir Strugielski, withdrew from consideration. After interviewing the remaining two candidates, Don Seeman was identified as the most qualified candidate. Don's resume is attached, along with the resumes for the other two candidates.

Don will be introduced at the November 28 work session and his appointment will be on the December 5 agenda. If his appointment is approved, Don will begin working on January 16.

Recommended Council Action: Approve the appointment of Don Seeman to the position of building commissioner.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Resumes

Don Seeman

August 30, 2022

Tony Budzikowski
Community & Economic Development Director
Crest Hill, IL

Dear Mr. Budzikowski,

I am writing to apply for the position of Building Commissioner with the City of Crest Hill, Illinois. As an experienced construction management professional, I believe that I possess the comprehensive skill set required to meet the posted qualifications for the position.

My current responsibilities as Superintendent of Projects with Pepper Construction Company include reading and interpreting construction documents, plan specifications, and municipal codes. I oversee all aspects of compliance and inspection related to construction projects under my direction. I regularly coordinate and communicate with owners, architects, contractors, project management team members, quality control managers and jobsite personnel to address operational problems and ensure successful completion of projects that comply with plans, codes, and the vision of the client.

My current resume provides further details on the skills and abilities I would bring to the position of Building Commissioner. Thank you for your time in reviewing my credentials. I will appreciate the opportunity to discuss my genuine interest in the position of Crest Hill Building Commissioner with you at your convenience.

Sincerely

Don Seeman

Email attachment: 2022 Don Seeman Resume

Don Seeman

PROFESSIONAL SUMMARY

Dependable and hardworking professional with 35 years experience in the construction field. Management level experience with 15 years as Foreman and 15 years as Superintendent of Projects for Pepper Construction Company. Demonstrated ability to provide Quality Control and Professional Expertise on numerous and varied construction projects.

EMPLOYMENT AND CURRENT RESPONSIBILITIES

Pepper Construction Company	1987 - Present
411 Lake Zurich Road	
Barrington, IL 60010	

<i>Superintendent of Projects</i>	2007-Present
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- Read and interpret construction documents, plans, specifications, and municipal codes
- Participate in pre-job Quality and Safety pre-installation meetings
- Manage the Quality plan for the project
- Supervise day to day jobsite activities overseeing Safety, Schedule, Manpower, and Logistics
- Conduct weekly job walks with Quality Control Manager
- Conduct weekly Foreman/Project Manager meetings to discuss safety, submittals, and Requests for Information
- Participate in weekly Owner, Architect, Contractor meetings
- Schedule and participate in weekly Tool Box Safety meetings
- Facilitate weekly update meetings with Project Management Team
- Engage in frequent job site walks to check on progress and interact with jobsite personnel
- Prepare Daily Reports to track manpower, progress, deliveries, and issues
- Document daily project progress with photo shots
- Schedule Inspections as required per the Project Documents

Experienced in the use of:

Microsoft: Outlook, Word, Excel, Teams
 Plans and Specs
 Bluebeam Revu
 PlanGrid
 Smart Tagit
 SafetyNet

RECENT CONSTRUCTION PROJECTS

Lucid Motors Showroom

\$2.5 million

2500 sq. ft. storefront in Oakbrook Mall

Complete demolition of interior space, build out of new showroom, storefront, back of house area, and employee office space in lower level along with six new charging stations in the parking garage.

Waldorf Astoria Interior Renovation

Chicago, Illinois

\$6 million

Remodel of Presidential Suite, Vice Presidential Suite, Guestrooms, First Floor Lounge, Second Floor Bar and public washrooms and Third Floor restaurant wall finishes.

Marquardt School District 15

Glendale Heights, IL

\$15.5 million

12-month project

DuPage County

Complete renovation of west wing classrooms and new Learning Resource Center. New gymnasium floor, bleachers, locker rooms and bathrooms. New main entrance canopy, state of the art kitchen and serving area. Miscellaneous flooring installation including new terrazzo flooring. Complete renovation of all HVAC, Fire Alarm, Sprinkler Systems including five new roof top units.

EDUCATION AND CERTIFICATIONS

Joliet Catholic High School, Class of 1983

Joliet Junior College Construction Technology Coursework

Purdue University Construction Supervisor Training Certificate

Green Advantage Certification

REFERENCES

Ken Krier

Owner FabWerks

[REDACTED]
[REDACTED]
[REDACTED]

Mark Siefert

City of Crest Hill

Director of Public Works

[REDACTED]
[REDACTED]
[REDACTED]

Chris Pepke

Project Manager

Pepper Construction Co.

(312) 599-1031

8/29/22

Tony Budzikowski
Community & Economic Development Director
1610 Plainfield Rd
Crest Hill, IL 60403

Dear Mr. Budzikowski,

I am writing in regards to the position of Building Commissioner for the City of Crest Hill, IL.

I am confident I have the skills, experience and the qualifications that would make me an excellent candidate for this position. I have been a licensed master electrician for 35+ years, currently own my own company and have done projects in excess of \$500,000.00 dollars.

I have a deep understanding of electrical building codes and the knowledge of how to research the requirements for the job. I have dealt with the electrical inspection process for years, working with different municipalities in the inspection process. I currently do electrical inspections for the City of Carbon Hill as a Sub-contractor.

As an effective communicator I have a strong relationship with my colleagues and clients.

I am confident that I can make a significant contribution to the City of Cresthill and would be grateful for the opportunity to discuss my qualifications in further detail.

Thank you for your time and consideration.

Richard Busching
Owner of Busching Electrical & Maintenance
815 712 6914

Richard Busching

SUMMARY

Skilled master electrician and general contractor with special depth in:

- Project Management
- Drawings & Schematics
- Project Bids & Proposals
- Commercial Electrical Installations
- Building Maintenance
- Residential Electrical Installations

EXPERIENCE

BUSCHING ELECTRICAL & MAINTENANCE Coal City, IL 2013-Present

Owner- Residential, commercial and industrial electrical company performing design, installation, and repairs of electrical systems.

General Contractor (GC) for United Cerebral Palsy (Chicago Chapter) remodeling of their 14,000 sq ft building in Villa Park, IL. Managed a team of seven skilled employees, managed sub-contractors, and reviewed building plans and budgets. Project completed on-time and within budget.

Electrical contractor to Verizon on cell tower power installations throughout state of Illinois. Provided primary and backup power systems.

Designed and installed end-to-end numerous residential and commercial electrical systems. In-depth knowledge of NEC code and local IL municipality electrical regulations and addendums.

Carbon Hill IL- performing electrical inspections as their sub-contractor.

LODERS CROKLAAN Channahon, IL 2002-2013

Maintenance/Planner/Scheduler/Purchasing- Performed all site factory equipment maintenance, planning, and scheduling of maintenance employees. Tracked all machinery parts and ordering to maintain plant equipment.

EDUCATION/CERTIFICATION

Associates Degree, Joliet Junior College, Electrical/Electronic Automated Systems

2022 Electrical License (City of Ottawa) # 496

Dear City of Crest Hill Hiring Manager,

I am very interested in the opportunity to be a candidate for the Building Commissioner position. I have spent the last fifteen years working in public service. I began my career working through an apprenticeship with the Chicago Carpenters Union. I believe that my combined experience as a supervisor with Cook County as well as my current position in the Homer Glen Building Department make me the ideal candidate for this position.

While working in the Building Department for the Village of Homer Glen, I assisted in implementing new municipal software from the previous obsolete provider. This included transitioning to an all-digital system as well as streamlining multiple processes. Most recently, I oversaw the hiring, training, and supervision of the Village's first part time code enforcement officers. I also manage, present, and represent the Village in the adjudication hearings. Overall, I have aimed to modernize the department and make processes more approachable to residents with a more customer focus mindset.

During my previous employment as a Sergeant for the Cook County Sheriff's Department, I supervised a staff of approximately twenty employees. This also included payroll and budget oversight responsibilities, as well as performing audits.

As a current municipal employee, I understand how busy day to day operations can be; therefore, I want to thank you for your time and consideration. My professional references can be available upon request. Please feel free to contact me with any questions.

Sincerely,



Casimir Strugielski

EDUCATION **Criminal Justice and Basic Law**
Moraine Valley College, Palos Hills, IL Completed 2007

TRAINING **ICC Certified Maintenance and Housing Inspector**

EXPERIENCE **Code Compliance Officer/ Building Inspector - Village of Homer Glen**
October 2016 - Present

- Receive and process approximately four hundred compliance reports annually.
- Member of the Performance Review Team which developed a more efficient staff evaluation process.
- Train, supervise, and manage part-time Code Compliance Officer.
- Sustain relationships with property owners, third party contractors, developers, Village elected officials and external stakeholders.
- Provide conflict resolution for neighbors.
- Research and review all necessary Village documents such as code books, zoning maps, and site plans.
- Perform building inspections for the following projects: Fences, flatwork, footings, foundations, roofs, windows, home flashing/wrap.
- Attend and assist in administration of monthly Adjudication Hearings on behalf of the Village; including preparation and presentation of testimony in court.
- Prepare status reports for Chief Building Official.
- Frequently collaborate on projects with Engineering, Economic Development, Zoning and the Clerk's office.
- Assist Building Department throughout all stages of the permitting process.
- Designed and implemented Resource Guide for proactive enforcement measures.
- Streamlined Solicitation Permit in order to expedite turnaround time.
- Assisted in implementing new municipal software from the previous obsolete provider, and transitioned to an all digital records system.

Sergeant - Cook County Sheriff's Department

August 2013- October 2016

- Create and maintain daily roster assignments, ensure all daily tasks are completed, conduct daily payroll audits for accuracy.
- Address grievances.
- Review and assess any incident reports, daily logs, and departmental documents.

Field Training Officer - Cook County Sheriff's Department

May 2012 – August 2013

- Train probationary officers in departmental knowledge, skills and attributes.
- Conduct daily performance reviews and weekly evaluations.

Officer - Cook County Sheriff's Department

July 2007 – May 2012

- Care and custody of arrested individuals who are awaiting trial.
- Maintain order and prevent disturbances, assaults, and escapes by supervising activities and work assignments of incarcerated individuals.
- Protect the public from incarcerated individuals, search for contraband, patrol perimeter.



Agenda Memo

Crest Hill, IL

Meeting Date:	November 28, 2022
Submitter:	Jim Marino, City Administrator
Department:	Administration
Agenda Item:	Park District Intergovernmental Agreement & Office Space Lease

Summary: At the October 10 work session I presented an intergovernmental agreement with the Lockport Township Park District for sharing the cost of constructing the city center park, maintenance, and annual events. Concerns were raised about the city taking on the responsibility for constructing, maintaining, and replacing the playground equipment.

I met with the executive director of the park district, Bill Riordan, to discuss modifying the terms of the IGA. Bill was open to the park district taking on responsibility of the playground. Suggested modifications to the IGA terms are as follows:

- The park district will install, maintain, and replace the playground equipment.
- The \$350,000 contribution by the park district to the city will be eliminated since the city will no longer be responsible for the playground.
- Strengthen the language requiring the city to provide police officers at park district events held at the city center park to make it clear that this applies only to those events held at the city center park.

I also spoke to Bill about entering into a lease agreement for the office space the park district will have at the new city center building. I need direction whether you wish to assess a rental fee to the park district to lease office space, and if so, at what amount, and other terms you would like to include in the lease.

The park district currently does not utilize the city's computers, internet service or phone system. They pay for their own office equipment, internet, and phone service and will do the same in the new building. Bill has agreed to pay for blinds in the new office and contribute toward the cost of signage for their office.

Recommended Council Action: Direct staff and the city attorney to revise the IGA to incorporate the abovementioned terms. Identify desirable terms to include in an office space lease with the park district.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Intergovernmental agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF CREST HILL AND LOCKPORT TOWNSHIP PARK DISTRICT FOR
COST-SHARING REGARDING THE DESIGN, CONSTRUCTION, ANNUAL
MAINTENANCE, AND ANNUAL EVENTS AT THE CREST HILL CITY CENTER
AND PARK**

Approved by City Resolution No. _____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2022, by and between CITY OF CREST HILL, an Illinois unit of local government, with its principal offices at 1610 Plainfield Road (hereinafter called the "CITY") and THE LOCKPORT TOWNSHIP PARK, an Illinois township park district as constituted under the Illinois Park District Code, 70 ILCS 1205/1 *et seq.*, with its principal offices at 1811 Lawrence Avenue, Lockport, IL 60441 (hereinafter called the "PARK DISTRICT"), each individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the CITY is currently constructing a new City Hall and Police Department, which will also include, as part of the development of the City Center Campus, the design and construction of a multi-use City Center Park area to include a band shell, shelter, and playground. The development and construction of the band shell, shelter and playground is hereinafter referred to as the "CITY CENTER PARK PROJECT" or "the PROJECT"; and

WHEREAS, the CITY and PARK DISTRICT desire to share costs related to the PROJECT, and the PARK DISTRICT desires to contribute to the annual maintenance of the City Center Park playground, to inspect and make minor repairs to the playground, and to organize and hold at least one (1) event annually at the City Center Park; and

WHEREAS, the CITY CENTER PARK PROJECT will provide considerable benefits for the public by developing additional areas within the CITY and PARK DISTRICT's boundaries which will provide beneficial recreational uses to residents of the CITY and the PARK DISTRICT; and

WHEREAS, the PROJECT will provide considerable recreational benefits for the public, including, but not limited to, walking, picnicking, playing, concerts, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the improvements that will be made as part of the scope of the PROJECT.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the CITY and the PARK DISTRICT agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT agrees to pay to the CITY a one-time payment of Three Hundred and Fifty Thousand (\$350,000.00) as its contribution toward the construction of the PROJECT, which will be entirely constructed, purchased and installed by the CITY per the design diagram attached hereto as Exhibit 1. Any and all additional design work, if necessary, shall be at the sole cost and expense of the CITY. Said payment shall be made ninety (90) days after the commencement of Phase One of the Project. "Phase One" shall mean the walking path, playground, grading, and seeding. "Commencement" means breaking ground on Phase One.

2.2 In addition to the one-time payment referred to in Section 2.1, the PARK DISTRICT shall also pay to the CITY a total of Five Thousand Dollars (\$5,000.00) annually, on or before June 1 of each year, to be used toward the maintenance and operation costs of the City Center Park. Said annual payments shall begin on June 1 following final completion of Phase One, and shall continue until this agreement is terminated or otherwise extended or modified.

2.3 In addition to the foregoing monetary payments referred to in Sections 2.1 and 2.2, the PARK DISTRICT shall bear the sole cost, expense and responsibility of having the City Center Park Playground area and equipment inspected at least twice annually. Any and all minor repairs of playground area equipment shall be made by the PARK DISTRICT at its sole cost and expense. However, the PARK DISTRICT shall not be responsible for the replacement of playground area equipment, whether the result of accidental damage, normal wear and tear, or the end of the equipment's useful life. Any replacement of playground equipment shall be the sole responsibility of the CITY.

2.4 The PARK DISTRICT shall organize, plan and hold, at its own cost and expense, a concert event during the summer months following final completion of Phase One (date

and time to be mutually determined by staff), with the sole final approval by the CITY. The first date of the first annual concert event shall be mutually determined by staff of both the CITY and the PARK DISTRICT.

2.5 The PARK DISTRICT shall be granted the exclusive right to sell alcoholic beverages at the event described in Section 2.4, but the CITY will waive food and beverage permit fees to the PARK DISTRICT and shall grant all necessary temporary local liquor licenses to PARK DISTRICT, which shall be solely responsible for securing and paying for all State of Illinois Temporary Liquor Licenses or Alcohol Permits. Any revenue from the PARK DISTRICT event described in Section 2.4, including but not limited to alcohol sales, shall be the exclusive revenue of the PARK DISTRICT.

2.6 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

CITY:

2.7 The CITY shall be solely responsible for the bidding process, construction, purchase and installation of the PROJECT elements. Aside from the one-time monetary contribution required by Section 2.1, CITY shall be responsible for all other design costs of the PROJECT elements.

2.8 The CITY will oversee the work done by the contractor(s) awarded the construction of the PROJECT, pursuant to Plans and Specifications as approved by the CITY and subsequent updates and revisions.

2.9 Aside from the annual maintenance and operation cost contribution in Section 2.2 and the obligation to inspect and complete minor repairs of the City Center Playground equipment in Section 2.3, the PARK DISTRICT shall have no further obligation regarding maintenance and operation of the City Center Park, which operation and maintenance costs shall be the sole responsibility of the CITY.

2.10 It is understood and agreed upon by the parties that the ownership of all CITY CENTER PARK PROJECT elements, including the land, band shell, shelter, and playground, including all playground equipment, shall be owned by the CITY, which shall at its sole cost and expense maintain, operate and insure said property, subject only to the financial contribution required by Section 2.1 and the inspection and repair obligation of Section 2.3.

2.11 The CITY shall be responsible for all design fees and other expenses related to drawings and designs prepared by Hitchcock Design Group and for all Engineering Fees relating to the construction PROJECT elements.

2.12 The CITY will design, erect, and maintain, at its sole cost and expense, a sign at or near the City Center Park entrance which will include language acknowledging the PARK DISTRICT'S contribution and participation in the CITY CENTER PARK PROJECT

development. The CITY agrees to work with the PARK DISTRICT on the final agreed upon language to be included on the sign prior to the sign being installed. The CITY shall have the sole control over the design, location, dimensions and overall construction and installation of the sign, as well as all costs of maintaining the sign.

2.13 The CITY shall provide at its sole cost and expense police officers for the PARK DISTRICT event described in Section 2.4 and at all other PARK DISTRICT events held pursuant to Section 2.4.. PARK DISTRICT'S event organizers will meet with CITY representatives at least thirty (30) days prior to any event described in Section 2.4to coordinate with the CITY adequate security staffing for the event.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY
City Administrator
20690 City Center Blvd.
Crest Hill, IL 60403

FOR LOCKPORT TOWNSHIP PARK DISTRICT:
Executive Director
1811 Lawrence Ave.
Lockport, IL 60441

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be the 12th Judicial Circuit, Will County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The CITY and the PARK DISTRICT each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY or the PARK DISTRICT.

10.0 NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of CITY and/or PARK DISTRICT and/or any of their respective officials, officers and/or employees.

11.0 COMPLIANCE WITH LAWS.

11.1 CITY and the Contractor shall comply with all applicable codes, laws, ordinances and regulations of the CITY, Will County, the State of Illinois, and the Federal Government, including, but not limited to, OSHA, any and all applicable competitive bidding, prevailing wage, public contracting, building, construction, environmental, civil rights, public finances, laws, rules, regulations, codes and orders applicable to the PROJECT.

12.0 FREEDOM OF INFORMATION ACT.

12.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

13.0 COMMENCEMENT AND RENEWAL.

13.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until _____, 2042, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein

14.0 COUNTERPARTS.

14.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

15.0 AUTHORITY.

15.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

16.0 TERMINATION

16.1 After the initial three (3) years of the Agreement, either party may terminate this Agreement upon twelve (12) months written notice to the other party.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF CREST HILL

By: _____
Mayor

Attest: _____
City Clerk

Date: _____

LOCKPORT TOWNSHIP PARK DISTRICT

By: Jeff Rein
President

Attest: [Signature]
Secretary

Date: 9-26-22



Agenda Memo

Crest Hill, IL

Meeting Date: November 28, 2022

Submitter: Jim Marino, City Administrator

Department: Administration

Agenda Item: TIF District Interested Parties Registry

Summary: Staff has been working with our TIF consultant, Kane McKenna, and TIF attorney, Dave Silverman to establish a TIF district at the northwest corner of Weber Road and Division Street. Kane McKenna prepared the attached schedule of the actions and approvals that must take place to create the TIF district. This is an aggressive timeline due to our desire to have the TIF district in place before next spring so that the owners of Gas and Wash can begin construction as soon as possible after winter. To meet this timeline, there are three approvals by the city council that need to take place on the dates indicated in the schedule.

The first such approval is a resolution creating an interested parties registry as required by the TIF Act. The purpose of this registry is to provide a means for interested organizations and individual to receive information on the TIF district. Those who register will receive notices and information as may be required by the TIF Act. A notice that interested parties can register to receive this information will be published in the newspaper as required by the TIF Act and on our website and Facebook.

Recommended Council Action: Approve the interested parties resolution at the December 5 city council meeting.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: Interested parties resolution, TIF actions and approval schedule

**A RESOLUTION CREATING AN INTERESTED PARTIES REGISTRY
CONCERNING THE PROPOSED WEBER – DIVISION REDEVELOPEMENT
PROJECT AREA
IN THE CITY OF CREST HILL
("WEBER – DIVISION TIF")**

WHEREAS, the City of Crest Hill is a duly organized municipality under and by virtue of the Constitution and Statutes of the State of Illinois (the "City"); and

WHEREAS, the City is authorized to take various actions with respect to redevelopment of property within its borders; and

WHEREAS, the City is contemplating designating the area generally described as the seventy ____ (7_) acres situated at the Northwest corner of Weber Road and Division Street as a Redevelopment Project Act in conformance with 65 ILCS 5/11-74.4-1 et seq. (the "TIF Act")

WHEREAS, the conditions of the Redevelopment Project Area have been reviewed and there is reason to believe the area will qualify as Redevelopment Project under the TIF Act; and

WHEREAS, the TIF Act requires the creation of an Interested Parties Registry.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, IN EXERCISE OF ITS STATUTORY AND OTHER POWERS:

SECTION 1: INCORPORATE OF PREAMBLE

The foregoing preamble and the finding and conclusions set forth therein are incorporated into this Section 1 as if fully set forth herein

SECTION 2: INTERESTED PARTIES REGISTRY

There is hereby established an "Weber – Division TIF Interested Parties Registry" as contemplated by the TIF Act.

SECTION 3: INTERESTED PARTIES REGISTRY RULES

The following are hereby adopted as the Interested Parties Registry Rules of the City of Crest Hill:

- A. The period of registration shall be for a period of three (3) years which may be renewed.
- B. Registered organizations and individuals shall be notified by mail at their address as set forth from time to time in the registry prior to termination of their registration.
- C. Registration forms shall be maintained by the Village Clerk.
- D. The City staff is authorized and directed to promulgate such additional rules as may be reasonable and necessary to implement and maintain the “Interested Parties Registry.”
- E. All registrants on the Interested Party Registry shall receive such notices and information as may from time to time be required by the TIF Act.
- F. No Rule of the City shall be used to prohibit or otherwise interfere with the ability of eligible organizations and individuals to register for receipt of information to which they are entitled by the TIF Act.

SECTION 5: PUBLICATION

The City shall cause a Notice of the creation of this Interested Parties Registry to be published as contemplated by the TIF Act.

SECTION 6: SEVERABILITY

This Resolution and every provision thereof shall be considered severable, and the invalidity of any section, clause, paragraph, sentence or provision of this Resolution shall not affect the validity of any other portion of this Resolution.

SECTION 7: REPEALER

All resolutions, ordinances or parts of resolutions conflicting with any provision of this resolution, are hereby repealed.

SECTION 8: EFFECTIVE DATE

This Resolution shall be in full force and effect after its passage and approval.

PASSED this _____ day of _____, 2022, with _____ members voting aye, _____ members voting nay, the Mayor _____ voting, with _____ members abstaining or passing, and said vote being:

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

CITY CLERK

APPROVED this ____ day of _____, 2022.

MAYOR

(SEAL)

**CITY OF CREST HILL
PROPOSED WEBER ROAD TIF DISTRICT
11/10/22**

<u>Timing: Week of</u>	<u>Task</u>
November 7 (actual date)	City Council adopts Inducement Resolution. Notes: <u>Completed</u>
Nov 14 – Dec 9	KMA and City work together to confirm final TIF boundaries and PINs list. Notes: <u>Completed</u>
Nov 14 – Dec 9	KMA and City staff complete due diligence regarding TIF eligibility report. City Staff supplies documentation regarding infrastructure qualification factors Notes: _____
Week of Nov 14	City Staff to identify any City officials or staff who have ownership interests within the TIF boundaries. Procedures relating to any conflicts need to be reviewed. Notes: <u>In Process</u>
Week of Nov 21	City Attorney prepares draft Interested Parties Ordinance Registry and Rules to City staff for adoption by City at its December 5 th Council meeting. Notes: <u>Completed</u>
December 5 (actual date)	City Council adopts ordinance to create Interested Parties Registry Notes: _____
Week of Dec 5	Final TIF legal description and boundary maps provided by the City to KMA for new TIF Notes: _____

Timing: Week of**Task**

____ Week of Dec 5	First draft of TIF Eligibility Report provided by KMA to City Staff for City comments. Notes: _____ _____
____ Week of Dec 12	City Staff provides comments to KMA regarding draft TIF Plan and Eligibility Report. Notes: _____ _____
____ Week of Dec 12	City Staff and KMA work together on preparing TIF budget, proposed project EAV estimates, and current and future land uses for TIF Plan completion by KMA. Notes: _____ _____
____ Week of Dec 12	City staff identifies residential addresses within 750 feet of the TIF boundaries. City Staff and KMA identify affected taxing districts and compile contact/address list for the taxing districts. Continue assembly of eligibility finding. Notes: _____ _____
____ Week of Dec 19	City Staff and KMA confirm tax codes, affected taxing districts, and contact/address list for the taxing districts. KMA prepares Taxing District Distribution List for JRB mailing. Notes: _____ _____
____ Week of Dec 19	KMA sends completed TIF Plan and TIF Eligibility Report to City Staff for placing on file with City Clerk on December 23rd Notes: _____ _____
____ Week of Dec 19	City Attorney prepares draft resolution authorizing TIF JRB meeting and Public Hearing for adoption on January 2nd Notes: _____ _____
____ December 23 (actual date)	Draft TIF Plan and Eligibility Report must be on file at City Clerk's office <u>at least 10 days before the City Council approves the TIF Public Hearing resolution.</u> Notes: _____ _____

Timing: Week of**Task**

January 3, 2023 (actual date)	City Council adopts TIF JRB and Public Hearing Resolution which authorizes time and place for the public hearing concerning the draft TIF Plan and TIF Eligibility Report. The Resolution also authorizes City Staff to prepare additional public notices as required by the TIF Act (see below). Notes: _____ _____
____ Week of January 2	City Attorney prepares three draft TIF adoption ordinances for City staff review and comments. <u>The ordinances must be presented at the JRB meeting.</u> Notes: _____ _____
____ January 4 (actual date)	KMA mails (certified) Notice of Public Hearing to affected taxing districts and IDCEO by certified mail. The notice will also include the time and the place for the first Joint Review Council (JRB) meeting, as well as a draft copy of the TIF Plan and TIF Eligibility Report. The first meeting of the JRB must take place at <u>least 14 days following the notice of JRB and public hearing</u> to the taxing districts (and no more than 28 days following such notice). Notes: _____ _____
____ January 5 (actual date)	KMA mails (regular/non-certified) Notice of Availability of Interested Parties and Public Hearing to all residential addresses within 750 feet of the TIF boundaries. Notes: _____
____ January 17 (actual date)	City Staff posts JRB meeting agenda at City Hall for public viewing at City Hall. Agenda must be posted at least 48 hours prior to JRB meeting. Notes: _____ _____
____ January 19 (actual date)	<u>First meeting of the Joint Review Board.</u> The JRB reviews the planning documents and proposed ordinances regarding the proposed TIF District. Notes: _____ _____

Timing: Week of**Task**

____ January 19
 ____ February 18

The JRB shall make an advisory, **non-binding recommendation** regarding the TIF area designation within thirty (30) days after the convening of the JRB. The JRB shall base its decision to recommend or not recommend the proposed TIF District on the basis of the proposed TIF District satisfying the statutory eligibility criteria. If the JRB does not recommend TIF District designation, the JRB shall issue a written report describing why the area fails to meet one or more eligibility criteria. The **City** then has thirty (30) days to confer and resolve such issues. In the event that such issues are not resolved, the **City** may proceed with the adoption of the TIF, but only upon a 3/5s vote of the **City Council**. In the event that JRB does not file a report or make a recommendation, it shall be presumed that these taxing districts find the area to satisfy the eligibility criteria, pursuant to the TIF Act. Failure of the JRB to make a recommendation or to submit its report on a timely basis shall not cause a delay in the process of forming the TIF District. **Notes:** _____

____ Week of Jan 23

KMA updates taxpayer list to include identification of delinquent taxpayers and if taxes are delinquent, taxpayers of record for the last three years for each relevant parcel. **Notes:** _____

____ Week of Feb 13

City publishes Notice of Public Hearing in two (2) editions of local newspaper (not more than thirty (30) days nor less than ten (10) days prior to public hearing). **Notes:** _____

____ **February 15**
 (actual date)

KMA sends Notices of Public Hearing to all property taxpayers of record in the proposed TIF District and interested parties (not less than ten (10) days before public hearing). **KMA** completes research of delinquent taxpayers and sends notices to taxpayers of record for the previous three years. **Notes:** _____

____ **March 6**
 (actual date)

City holds the **Public Hearing** for the proposed TIF District. Any interested person or affected taxing district may file written objections or be heard orally in this forum. The Public Hearing may be continued to another date without any further written notices. *If any significant changes are to be made in the Redevelopment Plan, notices of such changes must be sent to taxing districts and published in a local newspaper at least ten (10) days prior to TIF ordinance adoption.*

Notes: _____

Timing Week of:**Task**

____ Week of March 6

City Attorney finalizes three TIF adoption ordinances for City staff review and comments. The ordinances to be adopted at **March 13th** City Council meeting. **Notes:** _____

March 13
(actual date)

City Council may introduce and **adopt the three ordinances** necessary to designate the TIF Plan, the Redevelopment Project Area, and to adopt tax increment financing, **no earlier than 14 days after the close of the public hearing but within 90 days.** Immediately after passage of the ordinance designating the boundaries of the TIF District, the **City Clerk** must transmit the ordinances to the County Clerk. The County Clerk must determine the most recently ascertained equalized assessed value of each parcel of real property in the TIF District, as well as the “total initial equalized assessed value” of the taxable real property within the TIF District and provide a written certificate stating the TIF “base” EAV.
Notes: _____

March 14
(actual date)

City Clerk , immediately after passage of the ordinance designating the boundaries of the TIF, must transmit the ordinances to the County Clerk. The county Clerk must determine the most recently ascertained equalized assessed value or each parcel of real property in the TIF District and provide a written certificate stating the TIF “base” EAV.
Notes: _____



Agenda Memo

Crest Hill, IL

Meeting Date: November 28, 2022
Submitter: Jim Marino, City Administrator
Department: Administration
Agenda Item: Graffiti Removal on Private Property

Summary: At the November 14 work session councilmembers requested data on the number of graffiti tagging incidents. Chief Clark will provide this information at the meeting.

Recommended Council Action: None.

Financial Impact: N/A

Funding Source:

Budgeted Amount:

Cost:

Attachments: None.