



City Council Work Session

Crest Hill, IL

July 10, 2023

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

1. Recommendation to move forward with agreement for Design and Bidding services for Grand Prairie Water Commission delivery points
2. Digital Sign Easement-Menards
3. Welcome Sign Easement-Carillon Lakes
4. Fiscal Year 2023~2024 Budget Amendment for West Plant
5. City Center Spend Update
6. City Owned Vehicles and Clothing Allowance~Stipend Discussion
7. Non-Employee in City Hall Discussion
8. A Resolution Releasing the Deed Restriction for Property Located at 1919 Cora Street in the City of Crest Hill
9. Public Comments
10. Mayor's Updates
11. Committee/Liaison Updates
12. City Administrator Updates
13. 5ILCS 120/2(c)(1)-The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.
14. Executive Session-5ILCS 120/2 (c)(2): Collective negotiating matters between the public body and its employees or their representative, or deliberations concerning salary schedules for one or more classes of employees.

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



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Blaine Kline, Assistant Director of Public Works
Department:	Public Works Department
Agenda Item:	Recommendation to move forward with agreement for Design and Bidding services for Grand Prairie Water Commission delivery points

Summary:

As the City has made the decision to work towards Lake Michigan Water in 2030 one of the many steps involves design and bidding services for the Eastern and Western receiving sites at the Grand Prairie Water Commission delivery points. Attached you will find the proposal from Strand Associates detailing the scope and estimated fiscal year costs.

Recommended Council Action:

To approve the agreement with Strand Associates for the Design and Bidding related services for Eastern and Western receiving sites at Grand Prairie Water Commission delivery points.

Financial Impact:

Funding Source: Water 07-06-5332

Budgeted Amount:

Cost: \$112,000 FY 24

Attachments:

Strand Associates Agreement Proposal



Strand Associates, Inc. Item 1.
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200
www.strand.com

June 28, 2023

City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Agreement for Design and Bidding-Related Services
Eastern and Western Receiving Sites at Grand Prairie Water Commission (GPWC) Delivery Points

This is an Agreement between the City of Crest Hill, Illinois, hereinafter referred to as OWNER, and Strand Associates, Inc.[®], hereinafter referred to as ENGINEER, to provide Design and Bidding-Related Services (Services) for the Eastern and Western Receiving Sites project. This Agreement shall be in accordance with the following elements.

Scope of Services

ENGINEER will provide the following Services to OWNER.

Preliminary Design Services

1. Participate in a project kickoff meeting with OWNER to discuss design criteria and project schedule.
2. Gather details of the lake water supply with GPWC pertaining to final water delivery pressures from OWNER.
3. Retain the services of a subconsultant to provide a topographical survey using NAD83 and Illinois State Plane coordinates of the Eastern and Western Receiving Sites in property to be acquired by OWNER on Parcel Numbers 11 04 32 200-003-0000, 11-04-31-105-004-0000, and 11-04-31-105-005-0000.
4. Retain the services of a subconsultant to perform geotechnical services for soil borings at the Eastern Delivery and Pumping Station (four 25-foot borings), Eastern Receiving Site GPWC Meter Station (two 25-foot borings), Western Receiving Site Station (three 25-foot borings), Western Receiving Site GPWC Meter Station (two 25-foot borings), and the center of the Eastern Receiving Site Reservoir (one soil boring to a depth of 100 feet or ten feet into auger refusal), and a minimum of three additional soil borings to a depth of 35 feet equally spaced around the perimeter of the tank. Include Illinois Environmental Protection Agency (IEPA) Clean Construction and Demolition Debris requirements and certification.
5. Prepare 30 percent drawings including: Site plan, wall sections, wall details, roof plank plan, roof plan, foundation plan, exterior elevations, fire protection plan, one-line diagrams,

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supervisory control and data acquisition (SCADA) riser diagrams, and motor control center elevations in accordance with OWNER's 2022 Alternative Water Supply Implementation Plan, previously prepared by ENGINEER, for both the Eastern and Western Receiving Sites. This will include a 2.0 million gallon above-ground prestressed concrete reservoir and a Lake Michigan Receiving and Pumping Station at the Eastern Receiving Site and a Lake Michigan Receiving Station at the Western Receiving Site.

6. Prepare 30 percent design level drawings for the Eastern Receiving and Pumping Station that include floor plans, sections, and elevations. Facility will include booster pumping equipment; standby diesel power generator; chemical feed equipment; bathroom; heating, ventilation, and air conditioning (HVAC) equipment; and electrical equipment.
7. Prepare 30 percent design level drawings for the Western Receiving site including floor plan, sections, and elevations. Facility will include pressure reducing valve and associated equipment, uninterruptible power supply and portable generator receptacle, chemical feed equipment, bathroom, HVAC equipment, and electrical equipment.
8. Discuss reservoir volume and construction materials with OWNER. Finalize design criteria including exterior appearance. Design of a 2,000,000-gallon above-ground prestressed concrete reservoir is anticipated.
9. Meet with OWNER to discuss 30 percent drawings. Obtain OWNER acceptance and approval for prefinal design.

Eastern Reservoir Design Services (If Authorized)

1. Prepare 90 percent design level reservoir drawings.
2. Prepare 90 percent elevation views and 3D renderings using MicroStation for a presentation to OWNER or at public information meetings.
3. Prepare an opinion of probable construction cost and submit to OWNER.
4. Meet with OWNER to discuss 90 percent design level drawings for OWNER acceptance and approval of final design and bidding services.
5. Prepare Bidding Documents for the reservoir using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings and IEPA's Certification of Plans/Specifications Compliance with Public Water Supply Loan Program (PWSLP) Rules.
6. Submit Bidding Documents to OWNER for review and comment.
7. Review the draft Bidding Documents with OWNER; incorporate review comments as appropriate; and submit two copies of the final Bidding Documents to OWNER.

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8. Prepare and submit two copies of the IEPA Application for Construction Permit with two copies of the Bidding Documents for approval.
9. Meet with OWNER to review IEPA comments.

Eastern and Western Receiving/Pump Stations Design Services (If Authorized)

1. Prepare 90 percent design level Eastern and Western Receiving/Pump Stations drawings.
2. Prepare 90 percent elevation views and 3D renderings using MicroStation for a presentation to OWNER or at public information meetings.
3. Prepare an opinion of probable construction cost and submit to OWNER.
4. Meet with OWNER to discuss 90 percent design level drawings for OWNER acceptance and approval for final design and bidding services.
5. Design supervisory control and data acquisition (SCADA) system for the potential improvements. Items to be monitored and controlled by the SCADA system include incoming water flow from GPWC, reservoir water levels, booster pump output status and flow, support systems status, intrusion alarms, and existing Elevated Tank No. 9 levels.
6. Prepare one set of Bidding Documents for the Eastern and Western Receiving/Pump Stations and associated site work using Engineers Joint Contract Documents Committee C-700 Standard General Conditions of the Construction Contract, 2018 edition, technical specifications, and engineering drawings and IEPA's Certification of Plans/Specifications Compliance with PWSLP Rules.
7. Submit Bidding Documents to OWNER for review and comment.
8. Review draft Bidding Documents with OWNER; incorporate review comments as appropriate; and submit two copies of the final Bidding Documents to OWNER.
9. Prepare and submit two copies of the IEPA Application for Construction Permit with two copies of the Bidding Documents for approval.
10. Meet with OWNER to review IEPA comments.

Bidding-Related Services for the Eastern Reservoir (If Authorized)

1. Distribute Bidding Documents electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening and tabulate and analyze bid results.

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4. Assist OWNER in award of the Construction Contract in accordance with the IEPA PWSLP Bidding Review Certification and Checklists for Construction Contracts.
5. Prepare four sets of Contract Documents for signature for the Eastern Reservoir.

Bidding-Related Services for the Eastern and Western Receiving/Pump Stations (If Authorized)

1. Distribute one set of Bidding Documents that includes both sites electronically through QuestCDN, available at www.strand.com and www.questcdn.com. Submit Advertisement to Bid to OWNER for publishing.
2. Prepare addenda and answer questions during bidding.
3. Attend bid opening and tabulate and analyze bid results.
4. Assist OWNER in award of the construction contract in accordance with the IEPA PWSLP Bidding Review Certification and Checklists for Construction Contracts.
5. Prepare four sets of Contract Documents for signature for the Eastern Pumping and Receiving Site and the Western Receiving Site.

Service Elements Not Included

The following services are not included in this Agreement. If such services are required, they will be provided through an amendment to this Agreement or through a separate agreement.

1. Additional Site Visits and/or Meetings: Additional OWNER-required site visits or meetings.
2. Archaeological or Botanical Investigations: ENGINEER will assist OWNER in engaging the services of an archaeologist or botanist, if required, to perform the field investigations necessary for agency review.
3. Construction-Related Services: Any services involved in performing construction-related services.
4. Preparation for and/or Appearance in Litigation on Behalf of OWNER: Any services related to litigation.
5. Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to comply with changed state and federal regulations that are put in force after Services have been partially completed.
6. Services Furnished During Readvertisement for Bids, if Ordered by OWNER: If a Contract is not awarded pursuant to the original bids.
7. Services Related to Buried Wastes and Contamination: Should buried solid, liquid, or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up

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investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring.

Compensation

OWNER shall compensate ENGINEER for Preliminary Design Services under this Agreement a lump sum of \$112,000, estimated to occur during OWNER's 2024 fiscal year (FY). OWNER shall compensate ENGINEER for If-Authorized Services under this Agreement a lump sum of \$512,000, estimated to occur during OWNER's 2025 and FYs. ENGINEER will only proceed with "If-Authorized" Services upon written notification from OWNER.

Scope Item	Compensation	Estimated FY
Preliminary Design Services	\$112,000	2024
Eastern Reservoir Design Services (If Authorized)	\$132,000	2025
Eastern and Western Receiving and Pumping Station Design Services (If Authorized)	\$330,000	2025
Bidding-Related Services for the Eastern Reservoir (If Authorized)	\$ 27,000	2026
Bidding-Related Services for the Eastern and Western Receiving and Pumping Stations (If Authorized)	\$ 23,000	2026
Total	\$624,000	

Only sales taxes or other taxes on Services that are in effect at the time this Agreement is executed are included in the Compensation. If the tax laws are subsequently changed by legislation during the life of this Agreement, this Agreement will be adjusted to reflect the net change.

The lump sum for the Services is based on wage scale/hourly billing rates, adjusted annually on July 1, that anticipates the Services will be completed as indicated. Should the completion time be extended, it may be cause for an adjustment in the lump sum that reflects any wage scale adjustments made.

The lump sum will not be exceeded without prior notice to and agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the **Scope of Services**. Any adjustments will be negotiated based on ENGINEER's increase or decrease in costs caused by delays, extensions, amendments, or changes.

Schedule

Services will begin upon execution of this Agreement, which is anticipated the week of August 1, 2023. Services are scheduled for completion on April 30, 2025.

Audit, Access to Records

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, books, records, documents, and other evidence directly pertinent to performance of Agency loan work under this Agreement shall be maintained consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards

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(666 Fifth Avenue, New York, New York 10019; June 1, 1987). The Agency or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. Facilities for such access and inspection shall be provided.

Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards.

Disclosure of all information and reports resulting from access to records shall be provided to the Agency. The auditing agency will afford ENGINEER an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records shall be maintained and made available during performance of Services under this Agreement and until three years after the final loan closing. In addition, those records which relate to any "dispute" appeal under an Agency loan agreement, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeal, litigation, claim, or exception.

Covenant Against Contingent Fees

In accordance with 35 ILLINOIS ADMINISTRATIVE CODE CH.II.SEC.365.630, SUBTITLE C, ENGINEER warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this Agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

Utilization of Women and Minority Businesses

ENGINEER agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the Water Pollution Control Loan Program rules. As required by the award conditions of United States Environmental Protection Agency's Assistance Agreement with the IEPA, ENGINEER acknowledges that the fair share percentages are five percent for Minority Business Enterprises and 12 percent for Women's Business Enterprises.

ENGINEER shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. ENGINEER shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial assistance agreements. Failure by ENGINEER to carry out these requirements is a material breach of this Task Order, which may result in the termination of this Agreement or other legally available remedies.

Standard of Care

The Standard of Care for all Services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's Services.

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OWNER's Responsibilities

1. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to this project including previous reports, previous drawings and specifications, and any other data relative to the scope of this project.
2. Furnish to ENGINEER, as required by ENGINEER for performance of Services as part of this Agreement, data prepared by or services of others obtained or prepared by OWNER relative to the scope of this project, such as soil borings, probings and subsurface explorations, and laboratory tests and inspections of samples, all of which ENGINEER may rely upon in performing Services under this Agreement.
3. Provide access to and make all provisions for ENGINEER to enter upon public and private lands as required for ENGINEER to perform Services under this Agreement.
4. Examine all reports, sketches, estimates, special provisions, drawings, and other documents presented by ENGINEER and render, in writing, decisions pertaining thereto within a reasonable time so as not to delay the performance of ENGINEER.
5. Provide all legal services as may be required for the development of this project.
6. Pay all permit and plan review fees payable to regulatory agencies.
7. Acquire and record all easements and parcels.

Opinion of Probable Cost

Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of OWNER only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to OWNER.

Changes

1. OWNER may make changes within the general scope of this Agreement in the Services to be performed. If such changes cause an increase or decrease in ENGINEER's cost or time required for performance of any Services under this Agreement, an equitable adjustment will be made and this Agreement will be modified in writing accordingly.
2. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of OWNER. The fee established herein will not be exceeded without agreement by OWNER but may be adjusted for time delays, time extensions, amendments, or changes in the Scope of Services.
3. If there is a modification of Agency requirements relating to the Services to be performed under this Agreement subsequent to the date of execution of this Agreement, the increased or decreased cost of performance of the Services provided for in this Agreement will be reflected in an appropriate modification of this Agreement.

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Extension of Services

This Agreement may be extended for additional Services upon OWNER's authorization. Extension of Services will be provided for a lump sum or an hourly rate plus expenses.

Payment

OWNER shall make monthly payments to ENGINEER for Services performed in the preceding month based upon monthly invoices. Nonpayment 30 days after the date of receipt of invoice may, at ENGINEER's option, result in assessment of a 1 percent per month carrying charge on the unpaid balance.

Nonpayment 45 days after the date of receipt of invoice may, at ENGINEER's option, result in suspension of Services upon five calendar days' notice to OWNER. ENGINEER will have no liability to OWNER, and OWNER agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by OWNER. Upon receipt of payment in full of all outstanding sums due from OWNER, or curing of such other breach which caused ENGINEER to suspend Services, ENGINEER will resume Services and there will be an equitable adjustment to the remaining project schedule and compensation as a result of the suspension.

Failure to make payments to ENGINEER is cause for termination upon two-week notice to OWNER.

Termination

This Agreement may be terminated with cause in whole or in part in writing by either party subject to a two-week notice and the right of the party being terminated to meet and discuss the termination before the termination takes place. ENGINEER will be paid for all completed or obligated Services up to the date of termination.

Data Provided by Others

ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through OWNER, contractor, or others to ENGINEER and where ENGINEER's Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analyses, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

Third-Party Beneficiaries

Nothing contained in this Agreement creates a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's Services under this Agreement are being performed solely for OWNER's benefit, and no other party or entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of Services hereunder. OWNER and ENGINEER agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors, and other entities involved in this project to carry out the intent of this provision.

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Dispute Resolution

Except as may be otherwise provided in this Agreement, all claims, counterclaims, disputes, and other matters in question between OWNER and ENGINEER arising out of or relating to this Agreement or the breach thereof will be decided first by mediation, if the parties mutually agree, or with a bench trial in a court of competent jurisdiction within the State of Illinois.

Remedies

Neither ENGINEER nor OWNER shall be liable to the other for special, indirect, punitive, or consequential damages for claims, disputes, or other matters in question arising out of this or relating to this Agreement. This mutual waiver is applicable, without limitation, due to either party's termination of this Agreement.

Terms and Conditions

The terms and conditions of this Agreement will apply to the Services defined in the Scope of Services and represent the entire Agreement and supersede any prior proposals, Requests for Qualifications, or Agreements. OWNER-supplied purchase order is for processing payment only; terms and conditions on the purchase order shall not apply to these Services.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement.

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CREST HILL

Joseph M. Bunker
Corporate Secretary

Date

Raymond R. Soliman
Mayor

Date



Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Digital Sign Easement-Menards

Summary: Attached is a resolution for a sign easement agreement with Menards, Inc. The easement is needed for the installation of a digital sign through the agreement between the city and BRT's. Both staff and the city attorney have worked with and reviewed this agreement. The agreement includes the following provisions:

- Grants and conveys to the city a perpetual, non-exclusive easement for the installation of a sign and associative landscaping.
- The city agrees to one permanent advertising slot for Menards, Inc. This provision of the agreement was discussed with BRT (Digital Advertising Company) and they have agreed to provide this advertising slot.
- The city at its own cost will construct, repair and maintain the sign.
- The city will not allow any advertising of a direct competitor or product directly competitive with a product sold by Menards. This provision of the agreement was discussed with BRT (Digital Advertising Company) and they have agreed to this condition.

The only comment from the city attorney would be to request a specific venue provision that would require a dispute to be litigated in Will County. After discussion between staff and the attorney this request could take months for Menards to run this through its legal group and without any leverage from the city the answer could easily be no. So, we are running this by council for direction on this comment.

Recommended Council Action: To approve a Resolution Approving a Sign Easement Agreement Between the City of Crest Hill, Will County, Illinois and Menards, Inc.

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a

Cost Approved to Date: n/a

Attachments:

Res Accepting Menards Sign Easement (CSpesia June 26 2023)

Crest Hill Sign Easement (6-22-23)

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING AND APPROVING
A SIGN EASEMENT AGREEMENT
(Menard, Inc.)**

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, it is in the best interests of the City of Crest Hill to accept and approve the Sign Easement Agreement from Menard, Inc. attached hereto and incorporated herein as **Exhibit A** granting a sign easement located on Lot 1 in Weber Farm Crossings Subdivision (southeast corner of Weber Road and City Center Boulevard).

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

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

SECTION 2: ACCEPTANCE AND APPROVAL. The Sign Easement Agreement attached hereto is hereby accepted and approved. All necessary signatures and approvals on the Sign Easement Agreement should be made by the respective City Officials including the Mayor and City Clerk.

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 _____, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS _____ DAY OF _____, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A
SIGN EASEMENT AGREEMENT

State of Illinois
County of Will

Prepared by:
Josh Melder
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703

Return to:
Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

Grantor: Menard, Inc.
Address: Vacant Lands West of Weber Road, Crest Hill, Illinois 60403
PIN: 04-29-303-001

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Crest Hill, an Illinois municipal corporation (“City”), and Menard, Inc., a Wisconsin corporation (“Menard”). Menard and City may be referred to individually as a “Party” or collectively as “Parties” throughout this Agreement.

WHEREAS, Menard is the owner of certain real property (the “Menard Parcel”) located in the City of Crest Hill, Will County, State of Illinois, more fully described in **Exhibit A** attached hereto and made a part hereof.

WHEREAS, Menard has agreed to grant City an easement for the construction and operation of a city welcome sign as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, City and Menard agree as follows:

ARTICLE I.

SIGN EASEMENT

- A. **EASEMENT GRANT:** Subject to the provisions of this Agreement, Menard declares, grants, and conveys to City, a perpetual, non-exclusive easement, over, under, across and upon the Sign Easement Area (defined below) for construction and operation of A city of Crest Hill digital welcome sign (the “Sign” as depicted on the concept plan attached hereto as attached as **Exhibit C**) and related facilities, in such Sign Easement Area together with a non-exclusive, perpetual and appurtenant easement on, across and under the Menard Parcel as may be reasonably necessary to provide for ingress and egress to and from the

Sign Easement Area and to install, use, upkeep, replace, upgrade and repair necessary underground utilities to service the Sign Easement Area, and associated landscaping, if any, including the right to bring maintenance vehicles onto the Menard Parcel to service the Sign; provided, that such entry is performed in a manner and time designed to minimize and avoid any disruption of or interference with the use and enjoyment of the Menard Parcel by the then current owner or tenant of such Menard Parcel (the "Sign Easement"). The Sign Easement Area for the Sign is depicted on **Exhibit B** ("Sign Easement Area").

- B. DESIGNATION OF MENARD ADVERTISING SLOT:** Subject to the provisions of this Agreement, City hereby declares, grants, and conveys unto Menard its successors and/or assigns, a perpetual, exclusive right to have one permanent designated slot on the Sign (the "Menard Slot"). The Menard Slot shall be constituted of not less than one half (1/2) of the panel space on both the north and south face of the Sign per full rotation. Menard shall not be required to pay any amount to the City for the Menard Slot and Menard may provide City with updated advertising material for the Menard Slot as it becomes available.

ARTICLE II. SIGN OPERATION AND MAINTENANCE

- A. CONSTRUCTION OF SIGN:** At its sole cost and expense, City, or its designated sign contractor ("Operator"), shall construct and install the Sign within the Sign Easement Area, in substantial accordance with the conceptual plans attached as **Exhibit C**.
- B. REPAIR OF MENARD PARCEL:** If, in exercising its Sign Easement rights, City or Operator damages the Menard Parcel or any improvements thereon, City shall promptly repair at its sole cost and expense any damage resulting from its activities hereunder.
- C. OPERATION AND MAINTENANCE:** City and/or Operator shall operate, maintain, repair and replace the Sign structure, landscaping, and associated utilities in a similar condition to other signs located in a first class shopping center in the Chicago, IL market. The cost of operation, maintenance, repair and replacement of the Sign, shall be solely borne by the City.
- D. RESTRICTION ON ADVERTISING:** City covenants that its sign structure will not be used for advertisements of any of Menard's direct competitors or which would advertise or name a direct competitor, a product directly competitive with a product sold by Menard, or a contractor or other vendor utilizing products not sold by Menard. The term "direct competitor" shall include but not be limited to any business that specializes in home improvements, garden center, or home center business, including for example Home Depot, Lowe's, Ace Hardware, Fleet/Farm, 84 Lumber or Sears. City also covenants that its advertisements will not be offensive or in any way harmful to the reputation of Menard, as determined by Menard at its sole discretion, which includes without limitation any advertisement relating to the sale or cultivation of marijuana or its derivatives. If City intends to sell advertising on the sign structure which may in any way violate the foregoing covenants, City must first obtain Menard's written approval for said advertisement, which approval shall be granted or withheld at Menard's sole discretion. City shall agree to keep

all advertising copy in good condition and will promptly repair any copy damage at its sole expense.

ARTICLE III. MISCELLANEOUS

- A. **BREACH SHALL NOT PERMIT TERMINATION:** Breach of this Agreement will not entitle any Party to cancel, rescind or otherwise terminate this Agreement. This limitation shall not affect, in any manner, any other right or remedies, which the Parties may have hereunder by reason of any breach of this Agreement.
- B. **CAPTIONS:** The captions of the Articles and paragraphs of this Agreement are for convenience only and will not be considered nor referred to in resolving questions of interpretation and construction.
- C. **BENEFITS:** Each and every provision of this Agreement to be performed by the Parties (whether affirmative or negative in nature) is intended to bind each and every Party, and their successors and assigns, and will inure to the benefit of all Parties and their respective successors in title or interest. Each and all of the covenants herein will run with and against the Parcel and will bind each and every other person having any fee, leasehold or other interest in any part of any Parcel derived through the Parties to the extent that such part of a Parcel is affected or bound by the covenants in question.
- D. **GOVERNING LAWS:** This Agreement shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.
- E. **INDEMNIFICATION:** To the extent permitted by law, each Party hereto covenants and agrees to indemnify, defend and hold each other Party harmless against any claims, demands, losses, damages, liabilities and expenses and any suits, actions and judgments, including, but not limited to, costs and reasonable attorney fees, in connection with or arising from or as a result of the death of or injury to any person or loss of or damage to the property of any person which shall occur on and from such Party's use of the rights and privileges granted hereunder, except to the extent such claims are caused by the negligence or the willful act or omission of another Party hereto, or its successor or assigns, or agents or employees thereof. Each Party shall give prompt and timely notice to each other party of any claim, suit, or action commenced which may require indemnification under this Agreement.
- F. **REMEDIES:** In the event of any violation or threatened violation by a Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party or Parties have the right to enjoin such violation or threatened violation, or to seek any other remedy as allowed by law, in a court of competent jurisdiction. Prior to the commencement of any such action, except in an emergency, at least seven (7) calendar days' written notice of such violation must be given to the Party responsible for such violation or threatened violation. Notwithstanding the foregoing, should the City fail to maintain their Sign in the

manner outlined herein, Menard may, after giving 10-day written notice, perform such maintenance and invoice the City for the costs it incurs.

- G. **PARTNERSHIP:** Nothing contained in this Agreement nor any acts of the Parties is deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.
- H. **NOT A PUBLIC DEDICATION:** Nothing herein contained is deemed to be a gift or dedication of any portion of the Menard Parcel to the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement must be strictly limited to and for the purposes herein expressed.
- I. **RELEASE:** If any Party sells, transfers or assigns its Parcel or its interest therein, it is, except as provided in this Agreement, released from its future obligations hereunder. It is a condition precedent to the release and discharge of any grantor or assignor Party that such grantor or assignor shall give notice to the Operator of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same; however, if no Operator then exists, notice shall be given to other Parties to this Agreement of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same. The granting or assigning Party will remain responsible for any amounts owing or any other obligation which shall have accrued prior to such sale, transfer, conveyance or assignment.
- J. **SEVERABILITY:** If any term, provision or condition contained in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement (or the applicable portion of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) is not affected thereby, and each term, provision and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.
- K. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.
- L. **AMENDMENT:** This Agreement may be amended or modified only by recording in the Office of the Recorder of Deeds for Will County, Illinois, a document executed by the Parties.
- M. **NOTICES:** All notices, elections and other communications between Grantor and Grantee shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, at the following addresses, or at such other addresses as Grantor or Grantee may, by written notice, designate:

If to Grantor

Menard, Inc.
Attn: Properties Division

5101 Menard Drive
Eau Claire, WI 54703

If to Grantee

City Clerk
The City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

With a copy to:

Christian Spesia
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Notices shall be deemed received on the fourth (4th) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the party hereto has executed this instrument.

CITY OF CREST HILL

By: _____
 Raymond R. Soliman
 Its: Mayor

Attest:

By: _____
 Christine Vershay-Hall
 Its: City Clerk

STATE OF ILLINOIS)
) SS
 COUNTY OF WILL)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Raymond R. Soliman and Christine Vershay-Hall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Mayor and Clerk of the City of Crest Hill, respectively, acknowledged to me that they signed said instrument as their free and voluntary act and as the free and voluntary act of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

 Notary Public

My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the party hereto has executed this instrument.

MENARD, INC.

By: _____
 Theron J. Berg
 General Manager Properties

STATE OF WISCONSIN)
) ss.
 COUNTY OF EAU CLAIRE)

On this ____ day of _____, 2023, before me a Notary Public within and for this County and State, personally appeared Theron J. Berg to me personally known, who, being by me duly sworn did say that he is the General Manager Properties of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation by authority of its Board of Directors and that Theron J. Berg, General Manager Properties, acknowledged this instrument to be the free act and deed of Menard, Inc.

 Notary Public Eau Claire County

My Commission is permanent.

**EXHIBIT A
MENARD PARCEL**

LOT 1 IN WEBER FARM CROSSINGS OF CREST HILL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2005 AS DOCUMENT NO. R2005-166985, IN WILL COUNTY ILLINOIS.

EXHIBIT C SIGN DEPICTION



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 8'-0"h x 16'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 128
STONE BY OTHERS

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

EXPRESS SIGNS & LIGHTING MAINTENANCE PHONE: 815 725 9060 FAX: 815 725 7543 EMAIL: SIGNS@EXPRESSSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60464
CUSTOMER: BRT Outdoor PROJECT ADDRESS: Crest Hill, IL PROJECT: EMC Monument PROOF NO#: 022-143 DESIGNER: SS DATE: 07/01/22 SCALE: 1/4" = 1' REVISION:
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY MANNER WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,500 WILL BE ASSESSED FOR ANY MIS-USE.
SIGN TYPE: A1.2
APPROVED BY:
DATE APPROVED:
© 2022 EXPRESS SIGNS

State of Illinois
County of Will

Prepared by:
Josh Melder
Menard, Inc.
5101 Menard Drive
Eau Claire, WI 54703

Return to:
Menard, Inc.
Attn: Properties Division
5101 Menard Drive
Eau Claire, WI 54703

Grantor: Menard, Inc.
Address: Vacant Lands West of Weber Road, Crest Hill, Illinois 60403
PIN: 04-29-303-001

SIGN EASEMENT AGREEMENT

THIS SIGN EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Crest Hill, an Illinois municipal corporation (“City”), and Menard, Inc., a Wisconsin corporation (“Menard”). Menard and City may be referred to individually as a “Party” or collectively as “Parties” throughout this Agreement.

WHEREAS, Menard is the owner of certain real property (the “Menard Parcel”) located in the City of Crest Hill, Will County, State of Illinois, more fully described in **Exhibit A** attached hereto and made a part hereof.

WHEREAS, Menard has agreed to grant City an easement for the construction and operation of a city welcome sign as set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, City and Menard agree as follows:

ARTICLE I.

SIGN EASEMENT

- A. **EASEMENT GRANT:** Subject to the provisions of this Agreement, Menard declares, grants, and conveys to City, a perpetual, non-exclusive easement, over, under, across and upon the Sign Easement Area (defined below) for construction and operation of A city of Crest Hill digital welcome sign (the “Sign” as depicted on the concept plan attached hereto as attached as **Exhibit C**) and related facilities, in such Sign Easement Area together with a non-exclusive, perpetual and appurtenant easement on, across and under the Menard Parcel as may be reasonably necessary to provide for ingress and egress to and from the

Sign Easement Area and to install, use, upkeep, replace, upgrade and repair necessary underground utilities to service the Sign Easement Area, and associated landscaping, if any, including the right to bring maintenance vehicles onto the Menard Parcel to service the Sign; provided, that such entry is performed in a manner and time designed to minimize and avoid any disruption of or interference with the use and enjoyment of the Menard Parcel by the then current owner or tenant of such Menard Parcel (the "Sign Easement"). The Sign Easement Area for the Sign is depicted on **Exhibit B** ("Sign Easement Area").

- B. DESIGNATION OF MENARD ADVERTISING SLOT:** Subject to the provisions of this Agreement, City hereby declares, grants, and conveys unto Menard its successors and/or assigns, a perpetual, exclusive right to have one permanent designated slot on the Sign (the "Menard Slot"). The Menard Slot shall be constituted of not less than one half (1/2) of the panel space on both the north and south face of the Sign per full rotation. Menard shall not be required to pay any amount to the City for the Menard Slot and Menard may provide City with updated advertising material for the Menard Slot as it becomes available.

ARTICLE II. SIGN OPERATION AND MAINTENANCE

- A. CONSTRUCTION OF SIGN:** At its sole cost and expense, City, or its designated sign contractor ("Operator"), shall construct and install the Sign within the Sign Easement Area, in substantial accordance with the conceptual plans attached as **Exhibit C**.
- B. REPAIR OF MENARD PARCEL:** If, in exercising its Sign Easement rights, City or Operator damages the Menard Parcel or any improvements thereon, City shall promptly repair at its sole cost and expense any damage resulting from its activities hereunder.
- C. OPERATION AND MAINTENANCE:** City and/or Operator shall operate, maintain, repair and replace the Sign structure, landscaping, and associated utilities in a similar condition to other signs located in a first class shopping center in the Chicago, IL market. The cost of operation, maintenance, repair and replacement of the Sign, shall be solely borne by the City.
- D. RESTRICTION ON ADVERTISING:** City covenants that its sign structure will not be used for advertisements of any of Menard's direct competitors or which would advertise or name a direct competitor, a product directly competitive with a product sold by Menard, or a contractor or other vendor utilizing products not sold by Menard. The term "direct competitor" shall include but not be limited to any business that specializes in home improvements, garden center, or home center business, including for example Home Depot, Lowe's, Ace Hardware, Fleet/Farm, 84 Lumber or Sears. City also covenants that its advertisements will not be offensive or in any way harmful to the reputation of Menard, as determined by Menard at its sole discretion, which includes without limitation any advertisement relating to the sale or cultivation of marijuana or its derivatives. If City intends to sell advertising on the sign structure which may in any way violate the foregoing covenants, City must first obtain Menard's written approval for said advertisement, which approval shall be granted or withheld at Menard's sole discretion. City shall agree to keep

all advertising copy in good condition and will promptly repair any copy damage at its sole expense.

ARTICLE III. MISCELLANEOUS

- A. **BREACH SHALL NOT PERMIT TERMINATION:** Breach of this Agreement will not entitle any Party to cancel, rescind or otherwise terminate this Agreement. This limitation shall not affect, in any manner, any other right or remedies, which the Parties may have hereunder by reason of any breach of this Agreement.
- B. **CAPTIONS:** The captions of the Articles and paragraphs of this Agreement are for convenience only and will not be considered nor referred to in resolving questions of interpretation and construction.
- C. **BENEFITS:** Each and every provision of this Agreement to be performed by the Parties (whether affirmative or negative in nature) is intended to bind each and every Party, and their successors and assigns, and will inure to the benefit of all Parties and their respective successors in title or interest. Each and all of the covenants herein will run with and against the Parcel and will bind each and every other person having any fee, leasehold or other interest in any part of any Parcel derived through the Parties to the extent that such part of a Parcel is affected or bound by the covenants in question.
- D. **GOVERNING LAWS:** This Agreement shall be construed in accordance with the laws of the State of Illinois and any applicable federal laws and regulations.
- E. **INDEMNIFICATION:** To the extent permitted by law, each Party hereto covenants and agrees to indemnify, defend and hold each other Party harmless against any claims, demands, losses, damages, liabilities and expenses and any suits, actions and judgments, including, but not limited to, costs and reasonable attorney fees, in connection with or arising from or as a result of the death of or injury to any person or loss of or damage to the property of any person which shall occur on and from such Party's use of the rights and privileges granted hereunder, except to the extent such claims are caused by the negligence or the willful act or omission of another Party hereto, or its successor or assigns, or agents or employees thereof. Each Party shall give prompt and timely notice to each other party of any claim, suit, or action commenced which may require indemnification under this Agreement.
- F. **REMEDIES:** In the event of any violation or threatened violation by a Party of any of the terms, restrictions, covenants and conditions of this Agreement, the other Party or Parties have the right to enjoin such violation or threatened violation, or to seek any other remedy as allowed by law, in a court of competent jurisdiction. Prior to the commencement of any such action, except in an emergency, at least seven (7) calendar days' written notice of such violation must be given to the Party responsible for such violation or threatened violation. Notwithstanding the foregoing, should the City fail to maintain their Sign in the

manner outlined herein, Menard may, after giving 10-day written notice, perform such maintenance and invoice the City for the costs it incurs.

- G. **PARTNERSHIP:** Nothing contained in this Agreement nor any acts of the Parties is deemed or construed to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties.
- H. **NOT A PUBLIC DEDICATION:** Nothing herein contained is deemed to be a gift or dedication of any portion of the Menard Parcel to the general public for any public purpose whatsoever, it being the intention of the Parties that this Agreement must be strictly limited to and for the purposes herein expressed.
- I. **RELEASE:** If any Party sells, transfers or assigns its Parcel or its interest therein, it is, except as provided in this Agreement, released from its future obligations hereunder. It is a condition precedent to the release and discharge of any grantor or assignor Party that such grantor or assignor shall give notice to the Operator of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same; however, if no Operator then exists, notice shall be given to other Parties to this Agreement of any such sale, transfer, conveyance or assignment concurrently with or immediately following the filing for record of the instrument effecting the same. The granting or assigning Party will remain responsible for any amounts owing or any other obligation which shall have accrued prior to such sale, transfer, conveyance or assignment.
- J. **SEVERABILITY:** If any term, provision or condition contained in this Agreement is to any extent invalid or unenforceable, the remainder of this Agreement (or the applicable portion of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) is not affected thereby, and each term, provision and condition of this Agreement is valid and enforceable to the fullest extent permitted by law.
- K. **TIME OF ESSENCE:** Time is of the essence with respect to the performance of each of the covenants and agreements contained in this Agreement.
- L. **AMENDMENT:** This Agreement may be amended or modified only by recording in the Office of the Recorder of Deeds for Will County, Illinois, a document executed by the Parties.
- M. **NOTICES:** All notices, elections and other communications between Grantor and Grantee shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, or delivered personally, at the following addresses, or at such other addresses as Grantor or Grantee may, by written notice, designate:

If to Grantor

Menard, Inc.
Attn: Properties Division

5101 Menard Drive
Eau Claire, WI 54703

If to Grantee

City Clerk
The City of Crest Hill
20600 City Center Boulevard
Crest Hill, Illinois 60403

With a copy to:

Christian Spesia
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435

Notices shall be deemed received on the fourth (4th) business day following deposit in the United States Mail, if given by certified mail as aforesaid, and upon receipt or refusal, if personally delivered.

[Signatures on Following Pages]

IN WITNESS WHEREOF, the party hereto has executed this instrument.

CITY OF CREST HILL

By: _____
Raymond R. Soliman
Its: Mayor

Attest:

By: _____
Christine Vershay-Hall
Its: City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF WILL)

I, the undersigned Notary Public in and for the State and County aforesaid, do hereby certify that Raymond R. Soliman and Christine Vershay-Hall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Mayor and Clerk of the City of Crest Hill, respectively, acknowledged to me that they signed said instrument as their free and voluntary act and as the free and voluntary act of said City for the uses and purposes therein set forth.

Given under my hand and notarial seal this ____ day of _____, 2022.

Notary Public

My Commission Expires: _____

(SEAL)

IN WITNESS WHEREOF, the party hereto has executed this instrument.

MENARD, INC.

By: _____
Theron J. Berg
General Manager Properties

[illegible]

On this ____ day of _____, 2023, before me a Notary Public within and for this County and State, personally appeared Theron J. Berg to me personally known, who, being by me duly sworn did say that he is the General Manager Properties of Menard, Inc., the corporation named in the foregoing instrument, and that this instrument was signed on behalf of the corporation by authority of its Board of Directors and that Theron J. Berg, General Manager Properties, acknowledged this instrument to be the free act and deed of Menard, Inc.

Notary Public Eau Claire County

My Commission is permanent.

**EXHIBIT A
MENARD PARCEL**

LOT 1 IN WEBER FARM CROSSINGS OF CREST HILL, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 29, IN TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 27, 2005 AS DOCUMENT NO. R2005-166985, IN WILL COUNTY ILLINOIS.

EXHIBIT B
SIGN EASEMENT

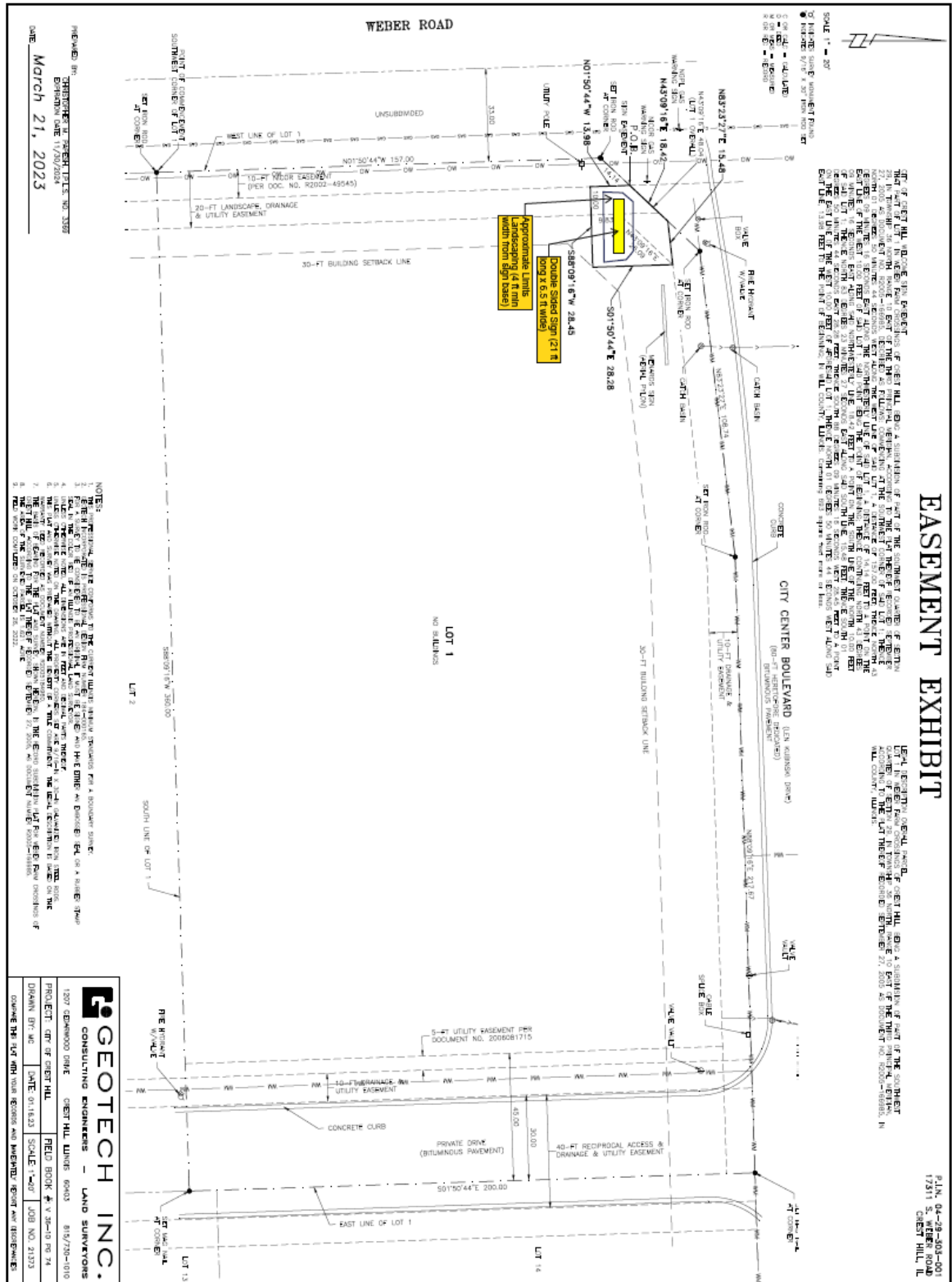


EXHIBIT C SIGN DEPICTION



(1) D/F FULL COLOR ELECTRONIC MESSAGE CENTER MONUMENT W/ REVERSE-LIT CHANNEL LETTERS

- Watchfire 16mm EMC
- Cabinet Dimensions: 8'-0"h x 16'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages - No animation

- **BACK-LIT Letters** Internally Illuminated with WHITE LEDs
- Backed with CLEAR Lexan
- Swoosh painted Green Vireo (MP13552) & Letters painted Puget Sound Blue (MP11584) w/ 4" Returns
- Reverse Channel Letters mounted with 1 1/2" stand-offs

SQUARE FOOTAGE: 128
STONE BY OTHERS

(1) Power Needs T.B.D.

U.L. ELECTRICAL #E154882

PHOTO RENDER IS FOR LAYOUT AND LOCATION ONLY. ARTWORK IS NOT TO SCALE.

THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

EXPRESS SIGNS & LIGHTING MAINTENANCE PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPRESSSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404
CUSTOMER: BRT Outdoor PROJECT ADDRESS: Crest Hill, IL PROJECT: EMC Monument PROOF NO#: 022-143 DESIGNER: SS DATE: 07.01.22 SCALE: 1/4" = 1' REVISION:
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.
SIGN TYPE: A1.2
APPROVED BY:
DATE APPROVED:
© 2022 EXPRESS SIGNS



Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Welcome Sign Easement-Carillon Lakes

Summary: Attached is a resolution for a Grant of Monument Sign Easement between the City of Crest Hill and Carillon Lakes Homeowners Association.

The original location for a new welcome sign in this area of the City was at the southeast corner of Renwick and Gaylord. At this location the city currently has a sign. The original sign was placed at this location without any formal agreements in place and when staff reached out to the current property owner, he was not receptive to grant an easement without conditions of payment.

With the property owner of the existing location not receptive to grant a sign easement staff explored other locations along Renwick that would be in actual corporate limits of the City of Crest Hill. With the help of the mayor, staff reached out to representatives of Carillon Lakes Homeowner's Association. After meeting with them they agreed to provide a 20 ft by 20 ft sign easement along the far western edge of their property adjacent to Renwick. Attached is an executed Monument of Sign Easement for your approval.

Recommended Council Action: To approve a Resolution Approving a Sign Easement Agreement Between the City of Crest Hill, Will County, Illinois and Carillon Lakes Homeowners Association

Financial Impact:

Funding Source: n/a

Budgeted Amount: n/a

Cost Approved to Date: n/a

Attachments:

Resolution Approving Carillon Lakes Easement

Grant of Monument Sign Easement (C. Lakes)

C. Lakes Monument Sign Easement Exhibit

Carillon Lakes Easement Renwick-Pullout View

Prepared by:
 Michael R. Stiff
 Spesia & Taylor
 1415 Black Road
 Joliet, Illinois 60435

Return to:
 City Clerk
 City of Crest Hill
 1610 Plainfield Road
 Crest Hill, Illinois 60403

GRANT OF MONUMENT SIGN EASEMENT

The undersigned, authorized representative of the **CARILLON LAKES HOMEOWNER'S ASSOCIATION**, (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, and convey unto the **CITY OF CREST HILL**, an Illinois Municipal Corporation, having its office at 20600 City Center Boulevard, Crest Hill, Illinois 60403 (hereinafter referred to as "Grantee"), its successors and assigns, the right, privilege and permanent easement to install, construct, reconstruct, operate, maintain, protect, repair, alter, replace, move, inspect or remove landscaping, a monument sign, including electric connection and illumination, and all other appurtenances and equipment incidental thereto (hereinafter sometimes referred to as "Facilities"), on, over, under, across and through the following described premises of Grantor in the City of Crest Hill, County of Will, State of Illinois, said permanent easement being legally described on **Exhibit A** and graphically depicted on **Exhibit B "Plat of Easement"** attached hereto and made a part hereof ("Permanent Easement") and to have and to hold said easement, rights and privileges together with any and all appurtenances thereto in any way belonging unto Grantee, its successors and assigns, forever or until such time as Grantee, its successors and assigns, release or relinquish in writing the rights herein granted. Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claims the same or any part thereof.

1. Grantor may use and enjoy said Permanent Easement subject, however, to the rights and easements herein granted to Grantee; provided that Grantor shall not construct or maintain or permit to be constructed or maintained any permanent structure, pond, tree or fence or any obstruction to the Facilities on, over or under the lands and property covered by the Permanent Easement. Grantor shall not be responsible for any costs related to the Facilities, including electrical costs.

2. Grantee shall, after any excavation or construction within the Permanent Easement, fill, level, and restore the surface of the ground to substantially the same condition it was in when entered upon by Grantee. Grantee shall have the right to clear, and keep cleared, all trees, undergrowth and other obstructions from the Permanent Easement and the obligation to maintain the Permanent Easement and the Facilities in good repair.

3. Grantor hereby acknowledges that it holds no ownership of, control of, and title to any of the Facilities which may be used by Grantee in connection with the Permanent Easement. The same are held free and clear of all encumbrances or claims including claims for payment by Grantor, its grantees, successors or assigns.

4. This Grant of Monument Sign Easement shall be considered as a covenant running with the land and the terms, conditions, and provisions of this Permanent Easement shall extend to and be binding upon the heirs, devisees, executors, administrators, successors and assigns of the parties hereto.

5. This Grant of Monument Sign Easement may be used by Grantee's agents, representatives, employees, contractors, and subcontractors for the purposes of and on the terms herein provided.

6. This instrument contains the entire agreement of the parties and there are no other, or different, agreements or understandings between the Grantor and Grantee, or their agents.

7. The parties hereby represent that they have authority to enter into this Grant of Monument Sign Easement and bind their respective interests.

8. The Grantee shall indemnify and hold harmless the Grantor from and against any and all claims of any kind arising out of the Grantee's activities in the Permanent Easement, except for any claims arising out of Grantor's negligence or intentional misconduct or the negligence or intentional misconduct of Grantor's agents, contractors or invitees.

9. If Grantee terminates this Grant of Monument Sign Easement, Grantee shall remove the Facilities and restore the Permanent Easement to its prior condition.

Executed this _____ day of _____, 2023.

GRANTOR:

Carillon Lakes Homeowner's Association

By its _____ -

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that _____, authorized representative of the Carillon Lakes Homeowner's Association, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

EXHIBIT A

Legal Description

CITY OF CREST HILL MONUMENT SIGN EASEMENT

LEGAL DESCRIPTION

OVERALL PARCEL

LOT A IN CARILLON LAKES UNIT 9, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2000, AS DOCUMENT NUMBER R2000125695, IN WILL COUNTY, ILLINOIS. Containing 5.63 acres more or less.

EASEMENT PARCEL

THAT PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF LOT A IN CARILLON LAKES UNIT 9, BEING A SUBDIVISION OF PART OF THE AFORESAID NORTHWEST QUARTER, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2000, AS DOCUMENT NUMBER R2000125695; THENCE SOUTH 01 DEGREES 38 MINUTES 05 SECONDS EAST ALONG THE EAST LINE OF THE WEST 718.28 FEET OF THE AFORESAID NORTHWEST QUARTER AND ALONG THE WEST LINE OF AFORESAID LOT A, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 20.00 FEET OF SAID LOT A; THENCE NORTH 88 DEGREES 52 MINUTES 26 SECONDS EAST ALONG SAID SOUTH LINE, 20.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 20.00 FEET OF SAID LOT A; THENCE NORTH 01 DEGREES 38 MINUTES 05 SECONDS WEST ALONG SAID EAST LINE, 20.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT A; THENCE SOUTH 88 DEGREES 52 MINUTES 26 SECONDS WEST ALONG SAID NORTH LINE, 20.00 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS. Containing 400 square feet.

EXHIBIT B
Plat of Easement

EASEMENT EXHIBIT B

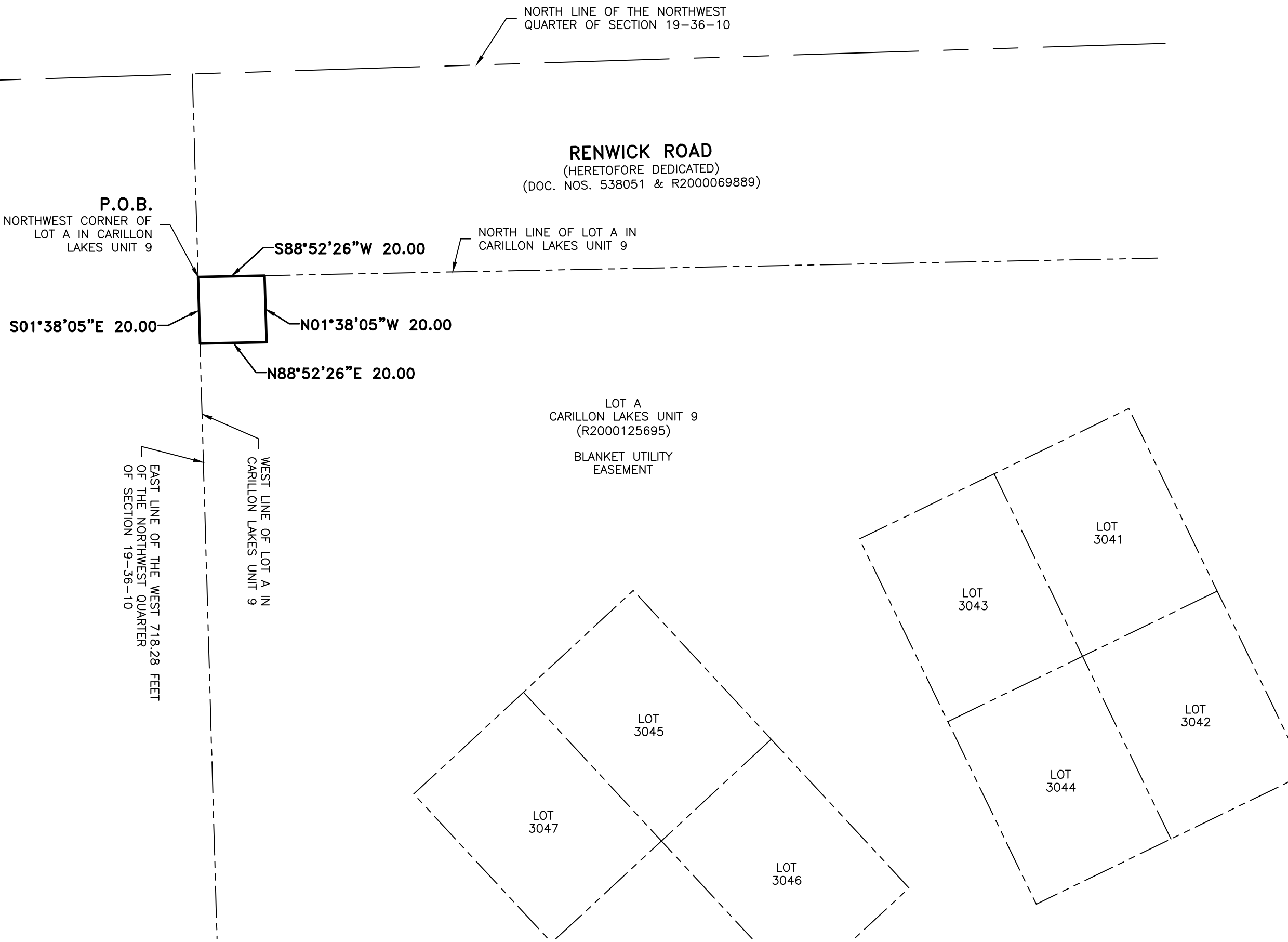
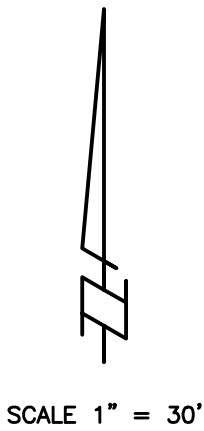
LEGAL DESCRIPTION

OVERALL PARCEL

LOT A IN CARILLON LAKES UNIT 9, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 17, 2000, AS DOCUMENT NUMBER R2000125695, IN WILL COUNTY, ILLINOIS. Containing 5.63 acres more or less.


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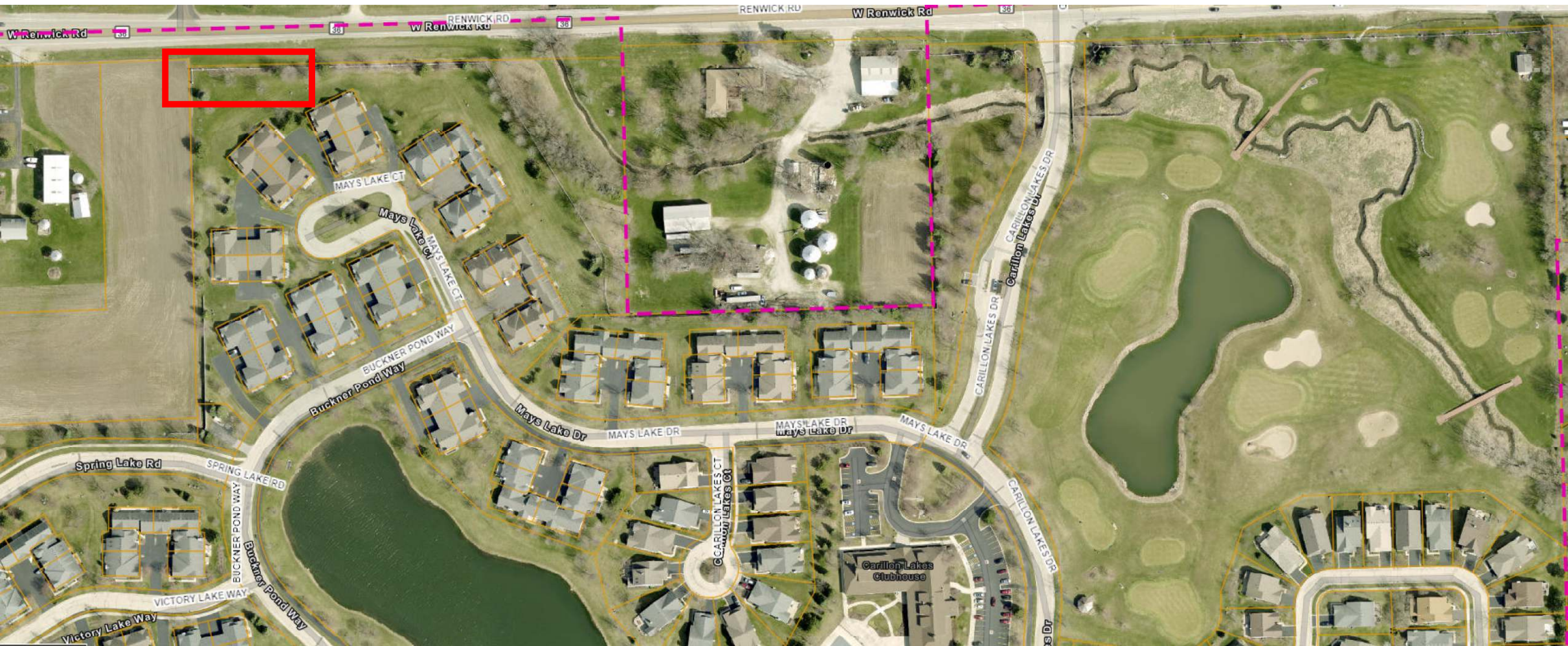


PREPARED BY: CHRISTOPHER M. PAPESH, I.P.L.S. NO. 3369
EXPIRATION DATE 11/30/2024

DATE: May 16, 2023

**GEOTECH INC.**
CONSULTING ENGINEERS - LAND SURVEYORS
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT: CITY OF CREST HILL		FIELD BOOK #:	
DRAWN BY: CP	DATE: 05.15.23	SCALE: 1"=30'	JOB NO. 21373
COMPARE THIS PLAT WITH YOUR RECORDS AND IMMEDIATELY REPORT ANY DISCREPANCIES			





City Council Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Fiscal Year 2023~2024 Budget Amendment for West Plant

Summary: Based on discussions with Ron Wiedeman, Engineer and Blaine Kline, Assistant Public Works Director, the City will be amending its Fiscal Year 2023~2024 Budget and will be transferring \$5 Million Dollars from general ledger account code West Plant Rehab 35-00-7512 to general ledger account code East STP Plant Construction 35-00-7631.

The understanding, currently, is that this transfer will cover anticipated capital construction expenditures for the East Plant during this fiscal year. The remaining budget in the West Plant Rehab account of \$10 Million will be sufficient to cover the scheduled West Plant capital projects during this fiscal year.

Recommended Council Action: There is no formal action required. Under the new Budget Officer System of budgeting, the Treasurer's office has committed to bringing all budget transfers to the Council's attention as they occur throughout the Fiscal Year.

Financial Impact: N/A

Funding Source: N/A

Budgeted Amount: N/A

Cost: N/A

Attachments N/A



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	City Center Spend Update

Summary: The purpose of this agenda item is to provide an update to City Council on the funds spent for City Center.

Shortly after I began serving the City as its Director of Finance in August 2021, I requested financial documentation from the individuals who were acting as the general contractors for the construction of the City's new City Hall known as City Center to assess the financial health of the project. A decision was made by the City to hire Harbour Contractors who became the general contractor for this project.

Harbour finished its contract with the City in April 2023. After Harbour's departure, I took over the monitoring of financial portion of the project to ensure that payments being issued to contractors did not exceed the total agreed up contract amount, lien waivers are obtained prior to releasing any contractor payments, and I speak with the City's Building Commissioner, Engineer, and Assistant Public Works Director to ensure that the contractor's work has been completed to the City's satisfaction. This is all done before a payment is released to a contractor.

I have identified a few mistakes on pay applications submitted by contractors to the City for payment and have also questioned contractors why the requested amount exceeds the tracked contract amount combined with approved change orders. I am maintaining a real-time spreadsheet that tracks all in contract amount by vendor compared to what has been paid to the contractors.

One of the issues I have is that Harbour does not have contracts for all vendors who have worked on this project. There is a category of "general requirements" that Harbour has that combined many of the smaller contractors into a lump sum which prevents me from knowing exactly what the City should be paying in total for each individual contractor.

I have reached out to Shawn Thompson at Harbour Contractors. Despite his verbal statement of "I am not going anywhere so please reach out to me with any questions you have", when I did reach out to Shawn he told me he would bill the City for the time it takes for him to answer my

questions on overages on the project. Based on Shawn's response to me, I have decided not to reach out to him or Harbour at this time.

Another obstacle I have related to tracking the financial spend on this project is that Harbour did not require change orders for the vendors who provided services that exceeded their City contracted amount for work related to the damage caused by the flood at City Center during its construction. There are overages for some vendors which may relate to insurance repairs that were performed. This is simply an assumption on my part. I was not involved in this process prior to mid-April 2023. I am not able to fully reconcile why these variances exist. My preference would have been for change orders to have been completed for additional work done by all contractors who were retained to perform additional work due to the flood. This would have allowed the City to account for exactly what each contractor should have been paid for work done at City Center.

Below is a summary to date of vendors I have contract amounts for and what the City has paid. For reference, the insurance reimbursements are all listed for the vendor BIC Berkley Fire & Marine Underwriters. There is still retention in this number which will be removed once the project has been completed and closed out.

Expenditures by Calendar Year

Row Labels	Sum of Balance	
2018	\$1,232,306.59	
2019	\$ 320,387.82	
2020	\$5,351,397.16	
2021	\$7,609,960.47	
2022	\$4,261,053.79	
2023	\$1,619,059.03	
Grand Total	\$20,394,164.86	0
Original budget (excluding land purchase)	\$ 13,500,000.00	
7% overage projected as presented 3/2020	\$ 14,445,000.00	
*City Center Expenditures from inception	\$ 20,394,164.86	
less land purchase expenditure	\$ (1,227,206.59)	
less retention	\$ (432,190.00)	
Adjusted total	\$ 18,734,768.27	
Harbor's current total "all in" estimate	\$ 20,145,491.10	
Street Lighting unbudgeted costs construction	\$ 902,150.00	
less land purchase	\$ (1,227,206.59)	
New "all in" estimate City Center	\$ 19,820,434.51	

Original City Original Estimate less land	\$ 14,445,000.00
Variance to original budget	\$ (5,375,434.51)

6/30/2023 9:34		Harbor's	Remaining to
Row Labels	Sum of Balance	Contract	be paid
Accountemps	\$ 17,637.32	\$ 17,637.32	\$ -
AIS, Inc	\$ 13,869.00	\$ -	\$ (13,869.00)
Amazon Capital Services	\$ 6,111.29	\$ -	\$ (6,111.29)
Appliance Carpet Parts LLC	\$ 6,025.00	\$ 6,025.00	\$ -
Applied Communications Group Inc	\$ 209,342.18	\$ 209,342.18	\$ -
Armortex Inc	\$ 3,538.00	\$ 3,538.00	\$ -
AT&T 831-001-1086 858	\$ 5,248.57	\$ -	\$ (5,248.57)
AVI Systems Inc	\$ 61,870.40	\$ 78,038.00	\$ 16,167.60
Benson's Remodeling LLC	\$ 105,100.00	\$ 105,100.00	\$ -
BIC Berkley Fire & Marine Underwriters	\$ (142,664.85)	\$ 30,573.00	\$ 173,237.85
Boyd Signs & Graphics	\$ 8,950.00	\$ -	\$ (8,950.00)
Bradford Systems Corporation	\$ 290,595.39	\$ 290,595.39	\$ -
C.R. Leonard Plumbing	\$ 74,850.00	\$ 74,850.00	\$ -
C3 Corporation	\$ 3,000.00	\$ -	\$ (3,000.00)
CBB Engineering		\$ -	\$ -
CCI Flooring Inc	\$ 100,043.24	\$ 100,043.24	\$ -
Chicago Title	\$ 1,227,206.59	\$ 1,227,206.59	\$ -
Christopher B. Burke Engineering Ltd	\$ 91,964.06	\$ -	\$ (91,964.06)
Cintas Fire Protection	\$ 8,515.54	\$ -	\$ (8,515.54)
Citadel	\$ 54,660.61	\$ -	\$ (54,660.61)
Comcast Business	\$ 4,719.03	\$ -	\$ (4,719.03)
Concrete by Wagner, Inc	\$ 1,746,780.00	\$ 1,746,780.00	\$ -
Corsetti Structural Steel, Inc.	\$ 585,947.65	\$ 616,787.00	\$ 30,839.35
Cosgrove Construction Inc	\$ 2,667,539.75	\$ 2,680,454.75	\$ 12,915.00
Covenant Security Equipment	\$ 2,350.00	\$ -	\$ (2,350.00)
Cross Points Sales Inc	\$ 300.00	\$ -	\$ (300.00)
Cynthia Hylek	\$ 16,193.02	\$ 16,848.84	\$ 655.82
D & T Excavating	\$ 12,000.00	\$ -	\$ (12,000.00)
D Kersey Construction Company	\$ 980,130.00	\$ 980,130.00	\$ -
D&I Electronics	\$ 7,596.59	\$ -	\$ (7,596.59)
Fab Werks, Inc.	\$ 2,117.95	\$ -	\$ (2,117.95)
FedEx	\$ 383.64	\$ -	\$ (383.64)
Financial Application Corp	\$ 21,512.00	\$ -	\$ (15,304.23)
Flexcon	\$ 15,304.23	\$ -	\$ (287,299.47)
Flooring First	\$ 287,299.47	\$ 229,077.91	\$ (58,221.56)
Gabriel Environmental Services	\$ 2,100.00	\$ 2,100.00	\$ -
Global Equipment Company	\$ 1,084.00	\$ -	\$ (15,107.00)
Gordon Flesch Company Inc	\$ 15,107.00	\$ -	\$ (2,890.74)
Grainger	\$ 2,890.74	\$ 846,016.94	\$ 645,516.56
H&H Electric Company	\$ 200,500.38	\$ -	\$ (511,141.07)
Harbour Contractors Inc	\$ 511,141.07	\$ 457,480.00	\$ 456,903.88
Highland Plumbing Inc	\$ 576.12	\$ -	\$ (576.12)
Hitchcock Design Inc	\$ 3,575.30	\$ 3,575.30	\$ -
Illinois Landscape Supply LLC	\$ 20,010.81	\$ -	\$ (20,010.81)
Institutional Equipment Inc	\$ 16,459.00	\$ -	\$ (16,459.00)
Integrity Restoration Inc	\$ 35,153.86	\$ -	\$ (35,153.86)
Intelligent Video Solutions	\$ 28,707.32	\$ 28,707.32	\$ -
Itough Biometrics LLC	\$ 8,900.00	\$ -	\$ (8,900.00)
J. Russ and Company	\$ 1,148,821.25	\$ 1,148,821.25	\$ 68,291.25
J.L. Adler Roofing and Sheet Metal Inc	\$ 1,080,530.00	\$ 1,082,150.00	\$ 1,620.00
James L. Lord, Inc.	\$ -	\$ -	\$ -
JP Morgan Chase Credit Card	\$ 1,769.34	\$ -	\$ (492,055.15)
K&D Enterprise Landscape Management Inc	\$ 492,055.15	\$ 478,885.15	\$ (13,170.00)
Kole Construction Co Inc	\$ 50,577.16	\$ 50,577.16	\$ -
KONE Inc.	\$ 265,168.06	\$ 264,627.00	\$ (541.06)
Leonards Unit Setp Company Inc	\$ 1,500.00	\$ -	\$ (1,500.00)
Les Moore & Company L.L.C.	\$ 3,836.00	\$ 3,836.00	\$ -
Low Voltage Solutions Inc	\$ 270,581.50	\$ 275,611.50	\$ 5,030.00

McMaster Carr Supply CO	\$ 153.58	\$ -	\$ (153.58)
Mechanical Concepts of Illinois Inc.	\$ 867,056.94	\$ 916,097.00	\$ 49,040.06
Menards	\$ 11,397.43	\$ -	\$ (11,397.43)
Metropolitan Fire Protection Inc	\$ 227,999.86	\$ 227,999.86	\$ -
Michael Hutchings LLC	\$ 206,312.00	\$ 206,312.00	\$ -
Midwest Commercial Fitness	\$ 34,998.00	\$ 34,998.00	\$ -
Midwest Furniture Liquidators	\$ 18,614.50	\$ 18,614.50	\$ -
Mobile Office Leasing Inc.	\$ 8,030.00	\$ -	\$ (8,030.00)
Modernfold Chicago Inc	\$ 24,520.00	\$ 24,520.00	\$ -
Moore Glass	\$ 1,605.58	\$ -	\$ (1,605.58)
Nu Veterans Construction Services Inc	\$ 203,036.37	\$ 195,664.60	\$ (7,371.77)
NuToys Leisure Products	\$ 9,931.00	\$ -	\$ (9,931.00)
Omega Plumbing Inc	\$ 437,805.96	\$ 469,661.00	\$ 31,855.04
Overhead Door Company of Rockford	\$ -	\$ -	\$ -
P.T. Ferro	\$ 702,464.42	\$ 1,004,828.50	\$ 302,364.08
P4 Security LLC	\$ (8,750.00)	\$ -	\$ 8,750.00
Paul M Brown & Associates Inc	\$ 15,045.00	\$ -	\$ (15,045.00)
Pit Stop	\$ 5,799.25	\$ -	\$ (5,799.25)
R&R Septic & Sewer Service	\$ 4,225.00	\$ 4,225.00	\$ -
R.S. Service Systems, Inc.	\$ 7,190.00	\$ -	\$ (7,190.00)
Radiant Communications Corporation	\$ 3,119.28	\$ -	\$ (3,119.28)
Ramcorp Inc	\$ 1,051,881.12	\$ 1,051,881.12	\$ -
Rental Max	\$ 22,081.99	\$ -	\$ (22,081.99)
Republic Services	\$ 24,975.19	\$ -	\$ (24,975.19)
Retention	\$ 432,190.00	\$ 425,000.00	\$ (7,190.00)
Rogue Fitness	\$ 10,034.64	\$ -	\$ (10,034.64)
S&P Global Ratings	\$ -	\$ -	\$ -
Security Solutions	\$ 8,750.00	\$ -	\$ (8,750.00)
SEECO Consultants Inc	\$ 37,537.50	\$ 24,348.25	\$ (13,189.25)
ServPro of Kendall County	\$ 39,905.99	\$ -	\$ (39,905.99)
Shaw Media	\$ 1,963.50	\$ -	\$ (1,963.50)
SHI International Corp	\$ 5,325.00	\$ -	\$ (5,325.00)
Southwest Digital Printing	\$ 92.60	\$ -	\$ (92.60)
Spaceco Inc	\$ 67,322.18	\$ 67,322.18	\$ -
Spesia & Taylor	\$ 3,760.00	\$ 3,760.00	\$ -
Stage Right Productions	\$ 250.00	\$ -	\$ (250.00)
Stromsland DeYoung Prybys	\$ 10,575.00	\$ 10,575.00	\$ -
Superior Labor	\$ 51,879.00	\$ -	\$ (51,879.00)
SYNC/AMAZON	\$ 2,343.56	\$ -	\$ (2,343.56)
Techlife	\$ 599,230.47	\$ 615,617.71	\$ 16,387.24
The Fields On Caton Farm Inc	\$ 11,430.00	\$ -	\$ (11,430.00)
Timm Electric Inc	\$ 1,900,965.00	\$ 1,900,965.00	\$ -
Traffic Control Corporation	\$ 29,700.00	\$ -	\$ (29,700.00)
United Architects LTD	\$ 271,045.00	\$ 271,045.00	\$ -
Vogt Construction Company	\$ -	\$ -	\$ -
Waco Composites	\$ 15,828.00	\$ 15,828.00	\$ -
Wade Communications Consultant	\$ 6,630.97	\$ 316,913.34	\$ 16,558.26
Warehouse Direct	\$ 300,355.08	\$ 316,913.34	\$ 16,558.26
Weathershield LLC	\$ 15,507.25	\$ -	\$ (15,507.25)
Western First Aid and Safety, LLC	\$ 16,146.62	\$ -	\$ (16,146.62)
Wheaton Cabinetry Co	\$ 15,120.00	\$ 15,120.00	\$ -
Will County Treasurer	\$ 91.30	\$ -	\$ (91.30)
Work Zone Safety	\$ 3,614.00	\$ -	\$ (3,614.00)
(blank)			
Grand Total	\$ 20,394,164.86	\$ 21,193,624.24	

Recommended Council Action: None, informational only

Financial Impact:

Funding Source: N/A.

Budgeted Amount: N/A

Cost: N/A

Attachments None



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	July 10, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Continuation of City Owned Vehicles and Clothing Allowance ~ Stipend Discussion

Summary: Councilman Dyke requested at a previous City Council meeting to discuss City owned/purchased vehicles at a future Council Work Session. This item was discussed at the June 12, 2023 City Council Work Session and it was a request of Council that the City reach out to other municipalities to determine how City owned vehicles and clothing allowance ~ stipends are addressed by other municipalities.

Vehicle Discussion

The City reached out to Bolingbrook, Frankfort, Mokena, Monee, New Lenox, Plainfield, Romeoville, and Shorewood.

The following questions were asked:

Does your municipality allow municipal vehicles to be taken home by municipal employees? If this is allowed, how is the personal use of the vehicle taxed? The answers are listed below:

Bolingbrook: This is not allowed

Frankfort: Only the Administrator, Assistant Administrator or Department Heads may take vehicles home. Employees who have take-home municipal vehicles are taxed pursuant to the IRS rules based on the personal usage of the mileage of the vehicle.

Mokena: The Village Administrator approves all vehicles that are taken home. Personal use of a take home municipal vehicle is taxed on the respective employee's W-2 unless the vehicle is a police vehicle with a light and siren.

Monee: Only a few directors and one supervisor take a municipal vehicle home. The Village is short on space so some of the Public Works employees are taking vehicles home.

New Lenox: The Police Chief and two Deputy Police Chiefs along with the Safe Communities Coordinator take a vehicle home. The Safe Communities Coordinator is taxed using the

commuting rule method on the bi-weekly check. There is no tracking of mileage. Personal use is commuting to work and back only.

Plainfield: - Did not hear back.

Romeoville: Employees who take municipal vehicles home are taxed on their respective W-2 through payroll.

Shorewood: The Village Administrator, Police Chief, Police Deputy Chief, Police Detectives, Public Works Foremen take vehicles home. They are taxed on their W-2 for their personal use of the vehicle and the Village follows IRS publication 15-B for this calculation.

Currently City of Crest Hill employees are not taxed on the any benefit they receive for using a City issued vehicle for personal use.

The City does address City vehicle use in its current employee handbook under Section 9.2. I have included the entire Crest Hill Employee handbook as an attachment but have also included the section in the handbook that addresses City Vehicles below:

SECTION 9 SAFETY & EQUIPMENT USE

9.2 CITY VEHICLES, EQUIPMENT & FACILITIES

On Duty

All vehicles, equipment, and facilities shall be utilized appropriately, safely, and in a manner that will not damage any particular item. Any willful negligence or avoidable accident resulting in damage to City property may be cause for disciplinary action. Vehicles, equipment, and facilities shall only be used for City business and activities, or as authorized by the City Administrator, or by the conditions of an individual City employment agreement. These shall not generally be used for personal errands or other personal reasons. Only City employees shall ride as passengers in City vehicles or use City equipment or facilities except as may be necessary in carrying out City business or as specifically approved by the City Administrator, or as authorized by the Department Head.

Off Duty

There shall be no use of City vehicles, equipment or facilities during off duty hours. The only exception to this rule is the granting of City vehicles to employees for the purposes of conducting City business when such arises or by the conditions of an individual City employment agreement. When a vehicle is in the possession of an employee during off duty hours, it shall be used for City business when the need arises. It shall not be used for personal errands or other activities, except for personal errands on the way to and back from work (provided this time is not compensated). No other passengers besides the authorized employee(s) shall use the vehicle during such hours.

Accidents

Any damage resulting to City vehicles, equipment, and/or facilities shall be reported immediately, but in no event later than the end of the work shift, to the employee's supervisor who shall submit a written report to the Personnel Officer. Damage to a City vehicle shall also be reported to the Police Department.

As part of this information request, the City did receive vehicle policies from Bolingbrook, Mokena, Monee, and Romeoville. These policies are included as an attachment for review.

Clothing allowances~stipends

Currently employees who receive clothing allowances or stipends do so through the City's respective Metropolitan Alliance Police (MAP) Union Contracts in addition to the International Union of Operating Engineers Local 150 Union Contracts. The only non-union employees who receive clothing stipends (other than the union employees covered under the contracts above) currently are:

- Stipend Chief of Police \$1,000 annually
- Stipend Deputy Chiefs \$ 400 annually

The City does not currently tax employees for the benefit that it provides to its employees for clothing allowances/stipends.

The City reached out to Bolingbrook, Frankfort, Mokena, Monee, New Lenox, Plainfield, Romeoville, and Shorewood and asked how each municipality handles the taxable amount realized from a municipality distributed clothing allowance/stipends.

Frankfort: Employees are taxed on the clothing allowance benefit not considered safety uniforms at the end of the year on their respective W-2.

Mokena: Employees are taxed on all stipends on their respective W-2.

Monee – N/A

New Lenox: Clothing allowance (investigators) is added to the employee's pay quarterly and is on the W-2 as income.

Plainfield – Did not respond.

Romeoville: Clothing allowances and stipends are taxed through payroll. Employees are issued an annual clothing allowance once a year in the month of May.

Shorewood: Follows IRS publication 15-B for all taxable benefits.

For clothing allowances/stipends, the IRS guidelines are listed below as to how employers should handle taxing this benefit for its employees:

Clothing Provided by the Employer

The value of work clothing provided by the employer is not taxable to the employee if:

- The employee must wear the clothing as a condition of employment; and
- The clothes are not suitable for everyday wear.

It is not enough that the employee wear distinctive clothing; the employer must specifically require the clothing as a working condition. Nor is the test met because the employee does not, in fact, wear the work clothes away from work. The clothing must not be suitable for taking the place of regular clothing. However, a detective's suit jacket and related clothing, since they are suitable for everyday wear, do not qualify as a uniform and are taxable to the employee.

The value and upkeep of work clothes provided to firefighters, health care workers, law enforcement officers or letter carriers is nontaxable to the employee. Similarly, the value of safety shoes or boots, safety glasses, hard hats and work gloves provided and maintained by the employer are not taxable. Reimbursements to employees for their purchase of any of these are excludable if the expenditures are substantiated under the accountable plan rules.

Clothing Allowances

If clothing provided does not qualify as a deductible expense (i.e. as a uniform), then the clothing, or reimbursement for the clothing, must be treated as a taxable fringe benefit and is subject to income, social security and Medicare taxes. Thus, a clothing allowance, such as for a police officer or firefighter uniform, qualifies for exclusion from income if it meets all the requirements of an accountable plan (qualified expense, substantiation, and return of excess).

If the clothing **MUST** be worn as a condition of employment **AND** the clothes are **NOT** suitable for everyday wear, then the allowance is **NOT TAXABLE**. Otherwise, the allowance would be taxable and included on his/her W-2.

Recommended Council Action: City Council to provide direction on how to proceed with future purchases of City vehicles and any recommendations to amend the City's current Section 9.2 which addresses the use of City owned vehicles issued to City employees as well as how to handle tax implications related to the benefit the employees are receiving for the personal use of City issued vehicles in addition to clothing allowances ~ stipends.

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Cost: N/A

Attachments

- City of Crest Hill Employee Handbook
- Village Of Bolingbrook Vehicle Policy.pdf
- Mokena Auto policy.pdf
- Monee Vehicle Use Sign Off.pdf
- Romeoville vehicle form.pdf

City of Crest Hill Employee Handbook

Issued: June 15, 2020, revised January 2022



The City of Crest Hill is a suburban municipality located in the western portion of Will County and 33 miles southwest of Chicago's Loop. Crest Hill is a civil service community incorporated in 1960 with an Aldermanic form of government. The City is served by an elected Mayor and 8 alderman from 4 wards. The City has 65 full-time and 4 part-time employees housed in the City Administration, Finance, Police, Economic Development, Public Works and Clerk's Departments. Crest Hill has 3 collective bargaining agreements and over half the workforce is a member of either the Metropolitan Alliance of Police or the International Union of Operating Engineers.

Nearly 21,000 citizens reside within the 9 square miles of Crest Hill's corporate boundaries. City industry includes retail, manufacturing, and trade services. Amazon, Rich's Products, Frito Lay, and Menards are notable employers in Crest Hill. CenterPoint Intermodal Center, America's largest intermodal facility, is located just outside Crest Hill. The City's main commercial corridors are Weber Road, Plainfield Road (Route 30), and Broadway Street, part of the historic Route 66. Crest Hill is a beautiful community with excellent schools, parks, walking trails, and forest preserves. Residents and employees alike look forward to annual events including the Crest Hill Summer Picnic and Winter Festival.

City Mission Statement

The City of Crest Hill is committed to enhancing the quality of life for its residents and businesses by providing essential infrastructure, public safety services, and thoughtful, planned development that ensures fiscal responsibility and promotes ethical stewardship of the City's resources.

Our Core Values

The City of Crest Hill embraces the core values of customer service, both internal and external, teamwork, integrity, respect and trust. We dedicate ourselves to these values with the goal of providing outstanding customer service and programs to meet the needs of our community and those within our organization. These values guide our actions and serve as the framework for the decisions and contributions we make every day and at every level.

City of Crest Hill Employee Handbook

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SECTION 1 GENERAL PROVISIONS

1.1 PURPOSE

The Employee Handbook serves as a guide to employment and compensation practices and to ensure all employees are treated fairly and equitably in order to best serve the community.

- a) The handbook does not create any contract rights or property rights between the City and prospective, current employees, or another person.
- b) The City, at its option, may add, change, delete, suspend or discontinue any part or parts of the policies in the Employee Handbook at any time without prior notice and without further approval of City Council as business, employment legislation and/or economic conditions dictate. Any such action shall apply to existing as well as to future employees.
- c) No statement or promise by a Department Head, supervisor, or manager past or present may be interpreted as a change in policy nor will it constitute an agreement with an employee.
- d) Should any provision in the Employee Handbook be found to be unenforceable and invalid, such finding does not invalidate the entire Employee Handbook, but only that particular provision.
- e) The Employee Handbook supersedes any and all other or previous City policies whether written or oral, unless otherwise indicated.

1.2 AT-WILL EMPLOYMENT

Employment with the City is at-will, subject to any applicable collective bargaining agreements. This means that neither an employee nor the City has entered into a contract regarding the duration of his employment. Employees are free to terminate their employment with the City at any time, with or without reason. Likewise, the City has the right to terminate an employee's employment, or otherwise discipline, transfer or demote an employee at any time, with or without reason, at the discretion of the City.

1.3 SCOPE OF AUTHORITY

The Personnel Officer or his designee, is responsible and has authority for the administration of the rules and regulations contained herein and may from time to time issue administrative directives interpreting and implementing the terms of these rules, and interpret or waive the application of these rules at any time whenever it is in the best interest of the City.

In their absence or at their option, employees in positions of authority or responsibility may designate others to carry out the respective role, task or functions that are attributed to them in the Employee Handbook. The designated employee shall be known as a designee for the particular role, task or function which is assigned to him by the person in the position of authority or responsibility.

1.4 APPLICATION OF RULES

The rules, regulations, policies, and practices contained herein shall apply to all employees of the City unless otherwise provided by State statutes, local Ordinance, or collective bargaining agreement and does not apply to elected or appointed officials. In the case of a conflict between the language in the Employee Handbook and a collective bargaining agreement, the collective bargaining agreement shall prevail.

1.5 DEPARTMENT RULES

Consistent with the rules, regulations, policies and practices contained herein and subject to the approval of the Personnel Officer, the various departments of the City may promulgate rules and regulations to govern individual departmental operations and procedures. The Employee Handbook supersedes any inconsistent department rules.

1.6 AMENDMENTS

The Employee Handbook shall be reviewed and updated regularly by the Personnel Officer with all substantive policy changes subject to City Council approval. Employees will be notified of amendments to policies and provided written updates of the Employee Handbook that reflect the changes made.

1.7 DISTRIBUTION AND ACKNOWLEDGEMENT

Each regular full-time, regular part-time, and temporary seasonal employee shall receive a copy of the Employee Handbook when first issued or at the time of employment and shall sign a statement acknowledging receipt. Employees will be notified of amendments to policies as indicated in Section 1.6 and will again sign a statement acknowledging receipt.

GENDER

Whenever the male gender is used in this handbook, it shall be construed to include both males and females equally.

SECTION 2 DEFINITIONS

Anniversary Date: The date an individual becomes a regular full-time or regular part-time employee of the City.

Appointment: The selection of a person to a full-time or part-time position on a regular or temporary basis in the City service who is not a present employee of the City.

Base Pay: Base pay or base salary is the hourly or weekly rate of pay received by an employee excluding any additional, authorized compensation such as overtime, other pay, allowances, reimbursements or benefits.

Class or Classification: A position or group of positions that involves similar duties performed, scope of discretion and responsibility, minimum requirements of training, experience or skill and such other characteristics that the same title, tests of fitness and range of compensation have been or may be applied to each position in the group.

Compensation Plan: A schedule of pay ranges in hourly, bi-weekly and annualized rates for each class within the City service.

COBRA: Consolidated Omnibus Budget Reconciliation Act, establishing Federal continuation of coverage rules for group health plans.

Demotion: The movement of an employee from a position in one class to a position in another class having a lower salary range because of disciplinary reasons, incapacity to perform work, inefficiency or unsatisfactory work performance, by request of the employee or a re-organization.

Department: The term "department", means a major operating functional unit of the City government.

Department Head: The term "Department Head" means the officially appointed head of any department or an employee appointed as "acting" head of any department.

Disciplinary Action: An action taken against an employee which may range from a verbal reprimand up to and including termination.

Employee: A person occupying an active position in the City service or a person who is on authorized leave of absence. Employee categories are defined in Section 3.

Exempt Position: A classification that is not entitled to overtime payment as established by the City Council and under the Fair Labor Standards Act (FLSA) or State wage and hour laws. Exempt employees' pay is determined on a weekly basis.

FLSA: The Fair Labor Standards Act is a Federal act that establishes minimum wages, overtime and other labor standards including position classification as 'exempt' or 'nonexempt'.

Layoff: A separation of an employee from City service which has been made necessary by lack of work, funds or other reasons not related to fault, delinquency or misconduct on the part of an employee.

Non-Exempt Position: A classification that is entitled to overtime payment as established under the FLSA or State wage and hour laws. Non-exempt employees' pay is calculated on an hourly basis.

Outside Employment: Employment of any kind engaged in by a City employee for which compensation is received from a source other than the City.

Pay Adjustment: Change of an employee's salary without change in duties or responsibilities.

Pay (or Salary) Range: The minimum and maximum rates of pay the City will compensate an employee in a position.

Performance Review: A process and format used to assess an employee's performance level. The City reserves the right to change from time to time the methods and tools used in conducting employee assessments.

Position: A group of current duties and responsibilities budgeted for in a department and assigned or delegated by competent authority, requiring the full or part-time service of one employee.

Probationary Period: A preliminary employment period during which time the employee's ability to perform the position is evaluated as defined in Section 3. And, in cases of discipline, a period of time in which an employee is subject to sanctions and additional evaluation.

Promotion: A change in employment status from a position in one classification to a position in a higher classification involving an increase in responsibility and a higher maximum pay rate.

Resignation in Good Standing: Any employee who leaves the City service and has fulfilled all obligations and met all criteria of his employment. Such an employee would have left under favorable conditions and preferably given two (2) weeks' notice.

Resignation Not in Good Standing: Any employee who fails to meet obligations and/or criteria established in these rules. An employee that is discharged is deemed to have left "not in good standing".

Supervisor: An employee below the Department Head level in charge of a work unit or other employees. Where no such level exists between an employee and the Department Head, the Department Head also acts as the supervisor.

Suspension: The temporary removal with or without pay of an employee from his designated position.

Termination: The end of employment on either a voluntary or involuntary basis. Termination on an involuntary basis may also be called discharge.

Transfer: The movement of an employee from one job to another, when both jobs are assigned to the same pay range. The employee is normally transferred at the same rate of pay.

Note: This is not an all-inclusive list of definitions. Other definitions can be found in applicable sections of the Employee handbook.

SECTION 3 RECRUITMENT AND EMPLOYMENT

3.1 GENERAL POLICY

Appointments to all positions shall be solely on the basis of the applicant's or employee's qualifications to perform the essential functions of the position, with or without reasonable accommodation. These selection procedures enable the City to review applicant qualifications and suitability in a systematic approach.

3.2 EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of the City that employment in City government shall be based on merit and individual qualifications. No discrimination shall be exercised in any manner by a City official or employee against or in favor of any applicant for City employment or employee because of political or religious opinions or affiliations, race, color, sex, age, national origin, marital status, military or veteran status, order of protection status, genetic information, disability, sexual orientation, or other protected status or characteristic as established by law. An applicant or employee shall be considered solely on the basis of qualifications, abilities, skills and knowledge, with or without reasonable accommodation. Just and equitable incentives and conditions of employment are to be maintained to promote efficiency and economy in the operation of City government.

The policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, promotion, benefits, termination and all other terms and conditions of employment. The City complies with Federal and State equal employment opportunity laws and strives to keep the workplace free from all forms of illegal harassment.

The Personnel Officer has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns regarding this policy or violation thereof, should be referred to the Personnel Officer. Complaints are investigated immediately and handled as confidentially as possible. The City ensures that employees following this complaint procedure are protected against retaliation. Appropriate disciplinary action will be taken against any employee violating this policy.

3.3 CIVIL SERVICE

The City is subject to the Civil Service pursuant to the Illinois Municipal Code, 65 ILCS 5/10-1-1, et seq. The Civil Service Commission is responsible for classifying all offices and places of employment in the City where applicable. Civil Service Commissioners are appointed by the Mayor.

3.4 APPLICATIONS

All applications for employment with the City shall be filed with the Personnel Officer. The City shall, by examination or other appropriate means, evaluate the qualifications of the various applicants (except those covered under Civil Service rules). Examination may include written, oral, physical, psychological, or performance tests, or any combination of these, as appropriate under relevant legal authority and according to the requirements for each position. Applications will be kept confidential to the extent possible and will be shared on a need to know basis with others involved in the recruiting process. . Recruitment, including applications for employment for Civil Service positions, including Police Officers, will be governed by the Civil Service Commission.

3.5 PHYSICAL STANDARDS

Applicants may be required to have a post offer, pre-employment physical examination and/or drug screen, and must meet the physical standards established as essential job functions for the position for which they apply as a condition of employment with or without reasonable accommodation. Prospective employees will not be subject to a pre-employment physical examination and/or drug screen until a conditional offer of employment has been made by the City. The City will be responsible for the cost of the pre-employment examination and/or drug screen. The confidential results of the post offer, pre-employment physical and/or drug screen must be received by the City and the employee must be cleared for the position before the applicant is allowed to begin employment.

Positions which may require a Commercial Driver's License (CDL) will also be subject to the Department of Transportation's CDL pre-employment, random and other drug and alcohol testing requirements. Pre-employment physicals and drug screening for all sworn Police personnel shall be conducted according the rules and regulations established by the Civil Service Commission.

3.6 DRIVER'S LICENSE

An employee who will operate a City owned vehicle must possess a valid driver's license appropriate to the type of City vehicle(s) to be operated. Employees who are required to drive a vehicle for City business are expected to possess a valid driver's license at all times. Employees who are required to possess a valid driver's license as a job requirement must notify his Department Head immediately should the employee's license be suspended or revoked. Employees who are required to possess a valid driver's license and do not have one are subject to disciplinary action up to and including termination.

3.7 ANTI-NEPOTISM

To avoid conflicts of interest and the appearance of favoritism or bias and to enhance supervision, security and morale, the City prohibits the employment of relatives in a direct supervisory relationship. In addition, this policy bars the hiring or employment of an employee's relatives in any position that would:

Have the potential for creating an adverse impact on work performance; or

Create either an actual conflict of interest or the appearance of a conflict of interest, such as the relative having an auditing or control relationship to the employee's job.

"Relatives" (including blood/step/in-law) are defined as spouse, domestic partner, mother, father, sister, brother, child, uncle, aunt, niece, nephew, grandparent and grandchild.

3.8 BACKGROUND CHECKS

The City reserves the right to perform all necessary background checks on any and all current employees and potential employment candidates, to include but not limited to employment verification, reference checks, credit checks, criminal history checks, driving records, military records, and educational transcripts. The City will comply with any applicable Federal and State laws regarding background checks, including the Fair Credit Reporting Act, and will provide employees and potential employees with written notice of their rights under those laws prior to conducting a background check.

3.9 APPOINTMENTS

The City Council shall approve all full-time employees as recommended by the hiring Department Head, with the exception of employees subject to the Civil Service Commission and Department Head appointments which are otherwise provided by Ordinance. Appointments of Department Heads shall be made by the Mayor with the advice and consent of the City Council.

PROBATIONARY PERIOD

Employees are considered "Probationary Employees" during the period of 6 months from the first day of employment in a position or promotion to a position. During this time period the employee's aptitude for the position is evaluated. An employee may be dismissed at any time with or without cause during the probationary period

3.10 EMPLOYEE CATEGORIES

For payroll purposes, the City maintains the following employee categories:

Regular Full-Time Employee: An employee that is routinely scheduled to work a forty (40) hour work week in a designated job or as designated by collective bargaining agreement.

Regular Part-Time Employee: An employee that is routinely scheduled to work less than a forty (40) hour work week in a designated job.

Temporary or Seasonal Employee: An employee whose employment is established for a period not to exceed 90 days or continued to a total of 180 days.

3.11 BENEFIT ELIGIBILITY

Benefits are provided to regular full-time employees according to the guidelines set out in this handbook and pursuant to the individual plan documents, which shall be the controlling documents in case of any conflict in terms with this handbook. Part-time, temporary, and seasonal employees are not entitled to employee benefits, except as required under law.

3.12 CHANGES IN PERSONAL INFORMATION

Employees are required to provide current information to the City including, but not limited to, home address, home and cellular phone numbers, driver's license, emergency contact information, and for benefit purposes, dependents and beneficiaries. Upon hiring, the employee must complete an *Emergency Contact Form* with contact information and submit it to the Personnel Officer. Employees must inform the City on a timely basis of changes in personal information as stated herein.

3.13 DRESS CODE

The City expects that all employees, uniformed and non-uniformed, will present a professional image at all times when performing job tasks. A professional image means wearing clothing that is clean, neat and with no holes or fraying. Without compromising the professional image the City seeks to portray, the City wishes to allow employees to dress comfortably. Employees are expected to be well groomed and dressed in a manner that is suitable for their responsibility and position as directed by their respective Department Head.

Uniformed Employees

Employees required to wear standardized uniforms in the Police and Public Works departments shall follow the particular standards established in their respective departments related to acceptable and required uniform attire including any required safety related equipment and clothing. When permitted by department policy, if a typically uniformed employee is allowed to wear non-uniform attire when performing job tasks, he shall follow the standards established for non-uniformed employees.

Non-uniformed Employees

The City utilizes a business casual standard for all non-uniformed employees. Business casual is not to be interpreted as encouraging sloppiness. The City defines business casual as being the following:

- a) Men: slacks, collared shirt, sweater or blazer over a collared or non-collared shirt.
- b) Women: slacks, skirts, dresses, blouses or sweaters.

Jewelry and Tattoos

The City permits employees to wear appropriate jewelry and to display tattoos at the workplace. Department Heads and the Personnel Officer will determine if jewelry or tattoos may pose a conflict with the employee's job or work environment subject to the following conditions:

- a) Personal safety of self or others, or damage to company property.
- b) Productivity or performance expectations.
- c) Offensiveness to co-workers, customers, vendors or others in the workplace based on racial, sexual, religious, ethnic, or other characteristics or attributes of a sensitive or legally protected nature.
- d) Corporate or societal norms.
- e) Customer complaints.

If it is determined an employee's jewelry or tattoos may present such a conflict, the employee will be required to identify appropriate options such as removal of excess or offensive jewelry, covering of tattoos or other reasonable means to resolve the conflict. Failure to do so will result in disciplinary action up to and including termination.

Unacceptable Clothing/Accessories

The following is a list of clothing/accessory articles that are not allowed and shall not be worn. While the list below provides a broad range of unacceptable attire, at any time a Department Head may deem attire that is not listed below unacceptable.

- a) Sweat suits or sweat pants
- b) Shorts
- c) Short skirts (more than 3" above the knee)
- d) Tank tops, t-shirts, halter tops, midriff tops, low cut tops or tops with a low neckline
- e) Any type of shirt or clothing with objectionable wording, logo, or slogan
- f) Beachwear or bib overalls
- g) Jeans of any color (except on designated casual days, i.e. Fridays)

- h) Gym shoes (except on designated casual days, i.e. Fridays)
- i) Tight or revealing clothing
- j) Torn or frayed clothing
- k) Hats (except as provided by the City)
- l) Visible offensive tattoos

In certain instances, non-uniformed personnel whose primary duties require them to spend a significant amount of time in the field may receive authorization from a Department Head to wear attire not specified as acceptable business casual attire. Specifically, field personnel may be permitted to wear shorts, jeans, hats and other clothing consistent with the Department Head's guidelines. Head covers that are required for religious purposes or to honor cultural tradition are permitted.

Enforcement

Department Heads are responsible for monitoring the appearance of their respective employees. The determination as to what is acceptable appearance shall be made by the Personnel Officer and shall be final. If it is determined that an employee is not in compliance with City standards for appropriate workplace appearance or violating any safety guidelines, the employee may be sent home (without pay unless an employee is permitted to use accrued benefit time) to change. Additional disciplinary action may be taken for repeated violation of the dress code standards.

3.14 EMERGENCIES AFFECTING CITY OPERATIONS

The City is open for business during normal working hours; however, due to weather or other emergencies, the City may be faced with temporary service closure, or have limited operations. The Mayor or his designee is the only individual authorized to close City operations.

During an emergency period the City may require essential employees to assist with the emergency. Department Heads will notify employees if they are required to report to duty.

3.15 CREATIVE WORKS

Many employees work in positions where innovations, improvements, inventions, discoveries, copyrightable work, or new ideas may be developed or conceived in the course of their employment. If these creative works are developed on City time or created through the use of City equipment and facilities, the employee is

obligated to disclose these works and agree to assign all rights, title, and interest to the City of Crest Hill, provided that they:

- a) Relate directly to the business of the City; or
- b) Result from the employee's work with the City; or
- c) Involve the use of City equipment, supplies, facilities, confidential information or time.

The employee has no obligation to assign rights to creative works developed on their own time, without the use of City equipment, supplies, facilities, confidential information or time.

3.16 OBSERVANCE OF RELIGIOUS HOLIDAYS

The City will make every effort to allow employees time off from work to observe religious holidays. Employees may use any accrued vacation, personal time, or unpaid time to be off work for this purpose. In order to facilitate these requests employees are encouraged to provide their supervisors with advanced reasonable notice.

3.17 TOBACCO USE

The City is committed to providing a work environment that promotes the health, hygiene, and well-being of its employees. The City recognizes that smoking in the workplace can adversely affect employees. This includes the use of Electronic Cigarettes also known as Electronic Nicotine Delivery Systems (ENDS), e-cigarettes, and vaporizers. It also recognizes that chewing tobacco in the workplace raises hygienic issues. Therefore, smoking and chewing tobacco is prohibited inside all City facilities. This policy applies to all City employees and visitors while on City premises. Tobacco use is only allowed during scheduled breaks and in designated areas. In compliance with the Smoke Free Illinois Act of 2008, smoking within fifteen (15) feet of a City building entrance is strictly prohibited. If employees choose to use tobacco or electronic cigarettes, they need to check with their supervisors for the location of the nearest designated area. Tobacco users have a special obligation to keep designated smoking areas litter-free of tobacco products. Smoking or using electronic cigarettes in City vehicles is strictly prohibited. Employees who violate the policy or Act may be subject to disciplinary action up to and including termination.

SECTION 4 HOURS OF WORK AND OVERTIME

4.1 WORK PERIODS

The standard work cycle for all employees will be from Sunday at 12:01 a.m. through Saturday at Midnight. The City hereby specifically announces its intentions to conform to all guidelines established under Section 207(k) of the Federal Fair Labor Standards Act (FLSA).

4.2 WORK DAY

Full-time employees generally will be scheduled for an eight and one-half (8 ½) hour day, including a sixty (60) minute meal period. Exceptions to the length of the work day and meal period can be made upon the recommendation of the Department Head and the approval of the Personnel Officer for specific job related reasons. The timing of meal periods is subject to the approval of the employee's assigned supervisor. This section should not be construed as a guarantee or limitation on the number of hours of work offered to employees on a daily or weekly basis.

Applicable collective bargaining agreements may provide exceptions to this section. As stated in Section 1.4, Application of Rules, in the case of a conflict between the language in the Employee Handbook and a collective bargaining agreement, the collective bargaining agreement shall prevail.

4.3 COMPENSATION AND SALARY INCREASE

Non-union employees' compensation may be increased annually at a rate dictated by either the Consumer Price Index (CPI) or 2%, whichever is lower. Salary increases are subject to budget availability and City Council approval. Additionally, non-union employees may be eligible to receive merit based salary increases subject to availability of funds dedicated for such increases in the annual budget.

4.4 LONGEVITY INCENTIVE

As an incentive for continuous service, the City of Crest Hill shall award longevity payment to employees with at least six (6) continuous years of service. Longevity payment shall be included in each pay check for employees who have completed the required number of years.

YEARS OF SERVICELONGEVITY PAY

At least 6 years, but less than 12 years,	\$350.00 per year
At least 12 years, but less than 18 years,	\$650.00 per year
Over 18 years	\$950.00 per year

4.5 PAY DAY AND DIRECT DEPOSIT

Employees are paid bi-weekly on every other Thursday. Each paycheck will include earnings for all work performed through the end of that payroll period (including overtime).

In the event a regularly scheduled payday falls on a day off (e.g., a holiday), employees will receive pay on the last day of work before the regularly scheduled payday.

Employees are offered to participate in the City's direct deposit program. Upon completing a registration form, the employee's paychecks are automatically deposited into (a) pre-specified account(s).

4.6 TIMEKEEPING PROCEDURES FOR NON-EXEMPT EMPLOYEES

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and State laws require the City to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees are required to accurately record the time they begin and end their work. They should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime work must always be approved before it is performed.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work performed but not reported on the time card. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination.

It is the employee's responsibility to sign their time record to certify the accuracy of all time recorded. The Department Head will review and then initial the time

record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the Department Head must verify the accuracy of the changes by initialing the time record.

Clocking In and Out Procedures

The City of Crest Hill utilizes the "7-minute rule" for non-exempt employees **for payroll purposes only**. Under the "7-minute rule" the clock in and clock out times are rounded to the nearest quarter hour. If an employee is scheduled to work at 7:00 a.m. and clocks in at 7:07 a.m., then the time is rounded to 7:00 a.m. If the employee clocks in at 7:08 a.m., the time is rounded to the next quarter hour, 7:15 a.m. If an employee is scheduled to end his shift at 3:30 p.m. and clocks out at 3:37 p.m. then the time is rounded to 3:30 p.m. If the employee clocks out at 3:38 p.m., then the time is rounded to the next quarter hour, 3:45 p.m. This procedure does not diminish the requirement of scheduled start and end work times. If an employee scheduled for a 7:00 a.m. start time, he is expected to be present at work by 7:00 a.m.

Employees must not punch in more than seven (7) minutes before the start of their scheduled shift or punch out seven (7) minutes after the end of their scheduled shift. Punching in earlier than seven (7) minutes before their start time or later the seven (7) minutes after the end of their scheduled shift will be considered a policy violation, unless the employee has the prior approval of their Department Head.

If time is not worked on a scheduled day, the Department Head will update the time card with the appropriate time-off code (vacation, sick, personal, etc.).

Missed punches must be reported to the supervisor prior to the start of work the day following the missed punch.

4.7 REPORTING FOR WORK

Employees shall report promptly at their designated starting time, at their designated working place, and shall devote their entire efforts during working hours to assigned duties. In the event an employee is unable to report for work as scheduled, the employee shall make his best effort to notify the supervisor by telephone call at least sixty (60) minutes before the designated starting time if an employee is unable to report for work or will be late. Failure to notify the supervisor as provided herein may result in disciplinary action up to and including termination.

4.8 BREAK & LUNCH PERIODS

Each Department Head shall establish reasonable lunch periods and two (2) break periods of no more than fifteen (15) minutes each during the workday and shall arrange them in the most appropriate manner for maintaining departmental operations. Upon approval from the Department Head, employees may combine their break periods with their lunch period. Employees shall not shorten the workday by use of break time or lunch period.

The two (2) fifteen (15) minute break times are considered paid working time and employees are considered to be available for any assignment during any break period.

4.9 OVERTIME PAYMENT

When operating requirements or other needs cannot be met during the regular workday, employees may be required to work beyond their regularly scheduled hours. A reasonable amount of overtime, as defined by the City, is a condition of employment.

Overtime work must be approved by the employee's Department Head prior to the commencement of work.

Non-exempt employees are entitled to overtime compensation at the rate of one and one-half ($1\frac{1}{2}$) times their regular straight time hourly rate of pay for all hours worked over forty (40). Overtime shall be paid in fifteen (15) minute increments to non-exempt employees. An employee's work schedule may be adjusted by the City during a workweek to avoid overtime. Any adjustments will be made in accordance with applicable collective bargaining agreements.

All paid leave time shall be considered as hours worked for overtime purposes, including sick leave.

The following are examples of how the policy will be administered:

- a) If an employee works thirty-nine (39) hours from Monday to Thursday, then takes an eight (8) hour vacation day on Friday, he will be paid forty (40) hours at straight time pay and seven (7) hours of overtime.
- b) If an employee works forty-six (46) hours from Monday to Thursday, then takes a vacation on Friday, he will be paid forty (40) hours at straight time pay, and fourteen (14) hours at time and a half ($1\frac{1}{2}$) for the forty-six (46) hours, and eight (8) hours of regular pay for the vacation time.
- c) An employee works sixteen (16) regular hours Monday and Tuesday, then has Wednesday through Friday scheduled as vacation, but is called out on

Thursday evening and works seven (7) hours. The employee will be paid forty (40) hours regular pay (including vacation) and seven (7) hours overtime.

- d) An employee works a combined thirty-two (32) hours for Monday and Tuesday, but only works three (3) hours on Wednesday and uses personal time to leave for the remainder of the day (five (5) hours), then works a combined sixteen (16) hours on Thursday and Friday. The employee will be paid forty (40) hours regular pay (including five (5) hours personal time) and sixteen (16) hours overtime.

Exempt employees are not eligible for overtime.

4.10 COMPENSATORY TIME OFF

Subject to departmental procedures and approval, a non-exempt employee may earn and take compensatory time off in lieu of overtime. Compensatory time off is allowed provided all of the following conditions are met:

- a) The employee receives one and one-half (1 ½) time for all hours over forty (40) hours worked in a work week.
- b) The employee agrees to compensatory time in lieu of overtime pay.
- c) The employee must request and be granted approval by his supervisor prior to taking compensatory time off. Compensatory time must be taken in minimum increments of one (1) hour.
- d) Employees may accumulate up to sixty (60) hours of compensatory time during a fiscal year.
- e) All compensatory time in excess of forty (40) hours must be taken or paid out prior to the end of each fiscal year.
- f) Employees shall be notified by the Department Head or his designee on a quarterly basis of the total number of compensatory hours accumulated.
- g) Payment of compensatory time will occur in January, April, July, and October by check separate from employee's regular payroll check.
- h) Payment of compensatory time will be at the employee's current rate of pay.
- i) Upon termination of employment the employee shall be paid out any unused compensatory time.

Exempt employees are not eligible for compensatory time.

4.11 REQUIRED OVERTIME

Each Department Head shall have the right to require overtime work. Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given is cause for discipline, up to and including termination. At the Department Head's discretion and with the consent of the Personnel Officer, an employee's work schedule may be adjusted during a workweek to avoid overtime. Employees may not refuse overtime assignments. All overtime must be authorized in advance by Department Heads or by a designated supervisor. Employees are expected to respond to a call-out during an emergency or when overtime is assigned.

4.12 CALL BACK

A call back is defined as an official assignment of work which does not continuously follow an employee's regularly scheduled working hours. Employees reporting back to a work station, at a specific time, shall be compensated according to the relevant collective bargaining agreement.

4.13 POSITIONS INELIGIBLE FOR OVERTIME COMPENSATION

Positions that are classified as exempt, having fulfilled the FLSA Salaried Basis and Job Duties Tests, are ineligible for overtime compensation.

4.14 POLICY ON EXEMPT PAY

In accordance with FLSA regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed, except for those situations identified in Section 4.13 Deductions from Exempt Employee Pay and certain deductions as specified below.

Exempt employees normally must receive their full salary for any week in which they perform any work, without regard to the number of days or hours worked. However, exempt employees need not be paid for any workweek in which they perform no work at all for the City. Time off using benefit time will be compensated as such.

Deductions from pay cannot be made as a result of absences due to the circumstances listed below. Such improper pay deductions are prohibited by the City.

- a) Jury duty.
- b) Attendance as a witness.

- c) Temporary military leave.
- d) Absences caused by the City.
- e) Partial day amounts other than those specifically discussed below.

This provision covers exempt employees who are subpoenaed to jury duty or to testify in court in performance of a civic duty. Time that an employee spends in a court as a party in his own case would not be covered and would be treated like leave for personal reasons.

4.15 DEDUCTIONS FROM EXEMPT EMPLOYEE PAY

The few exceptions to the requirement to pay exempt employees on a salary basis are listed below. In these cases, deductions may be permissible as long as they are consistent with other City policies and practices.

- a) Absences of one (1) or more full days for personal reasons other than sickness or disability (partial days must be paid). Such situations may occur when an employee has exhausted all applicable paid leave.
- b) Absences of one (1) or more full days due to sickness or disability. This exception can apply when the employee is not yet eligible for sickness/disability pay or has exhausted the paid leave benefits the City provides.
- c) Fees received by the employee for jury or witness duty or military leave may be applied to offset the pay otherwise due to the employee for the week.
- d) Penalties imposed by infractions of safety rules of major significance. (Note: a deduction from pay as a penalty for violations of major safety rules can be made in any amount.)
- e) Unpaid disciplinary suspensions of one (1) or more full days in accordance with the City's disciplinary policy. Such "workplace conduct" violations should be of a serious nature, and does not apply to discipline for performance or attendance issues.
- f) Deductions for the first and last week of employment, when only part of the week is worked by the employee, as long as this practice is consistently applied to all exempt employees in the same circumstances.
- g) Deductions for unpaid leave taken in accordance with legitimate absence under the Family Medical Leave Act (FMLA).

SECTION 5 EMPLOYEE CONDUCT

5.1 ETHICS POLICY

Various laws regulate the conduct of City employees including Illinois Public Act (5 ILCS 430 "State Officials and Employee Ethics Act") and City Ordinance No. 1004 as amended. Employees are expected to exercise ethical conduct and behaviors as outlined in these laws and the Employee Handbook.

5.2 CODE OF CONDUCT

It is the policy of the City of Crest Hill to conduct its business activities and transactions with the highest level of integrity and ethical standards and in accordance with applicable laws and regulations. All employees must conduct themselves accordingly and seek to avoid even the appearance of improper behavior. Employees are expected to treat their co-workers as well as residents, vendors, and visitors with respect and dignity.

Certain actions are inappropriate in the work setting. Listed below are some of the behaviors that are not appropriate. This is by no means an all-inclusive list. This list is illustrative rather than exhaustive and management reserves the right to decide upon appropriate disciplinary action for breaches of conduct. Violation of these standards will result in disciplinary action up to and including termination of employment.

- a) Activities prohibited by State and Federal statutes or City Ordinances.
- b) Failure to meet prescribed standards of work.
- c) Unapproved absenteeism or tardiness.
- d) Threatening, intimidating, or coercing another employee or member of the public.
- e) Willful destruction or damage to City property or the property of a fellow employee.
- f) Dishonesty, including falsification of City records.
- g) Insubordination or refusal to follow a direct lawful order.
- h) Sleeping during work hours or leaving work without permission.

- i) Theft or unauthorized possession of City property, the property of a fellow employee, or resident's property.
- j) Acceptance of any consideration from a third party intended to inappropriately influence the employee in the performance of his duties.
- k) Use of official position for personal advantage.
- l) Intoxication during working hours, or while on call, including bringing intoxicating beverages, marijuana, and illegal substances on City property; the consuming of the same on City property or any other violation of the City's Substance Abuse Policy
- m) Violation of City safety rules.
- n) Being found guilty of a crime that brings discredit to the City or hinders the employee's ability to satisfactorily perform the essential duties and functions of his position.
- o) Discussion of confidential City business with unauthorized persons.
- p) Misuse or illegal use of City telephones, computer privileges, or equipment.
- q) Refusal to cooperate in an officially sanctioned investigation.
- r) Violation of the City's policies and procedures as set forth in the Employee Handbook.

Employees have a duty to report behavior, misconduct, or activity that may be inconsistent with policies outlined in the Employee Handbook, illegal, or perceived to be inconsistent or illegal to their supervisors, Department Head, Personnel Officer, or City Administrator. Employees should exercise good judgement in determining to whom misconduct should be reported based on the perceived seriousness of the alleged behavior, misconduct, or activity. Additionally, employees have a duty to cooperate and comply with internal and external investigations regarding any violations of City policy or the Employee Handbook.

5.3 ANTI-BULLYING

The City of Crest Hill promotes a healthy workplace culture where all employees are able to work in an environment free of bullying behavior. Bullying, like other disruptive or violent behaviors, is conduct that disrupts both an employee's ability to positively contribute to the organization on a day-to-day basis and the

organization's ability to successfully run its business. Workplace bullying is unacceptable and will not be tolerated under any circumstances. The City will not knowingly permit retaliation or reprisal towards an employee who has reported bullying.

Bullying is conduct that meets all three of the following criteria:

1. Is directed at one or more employees;
2. Substantially interferes with work/prevents work from being accomplished; and
3. Adversely affects the ability of an employee to contribute in a positive manner in the workplace by placing the employee in reasonable fear of physical harm and/or by causing emotional distress.

Bullying may be intentional or unintentional. Where an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when determining discipline.

All City employees are responsible to help ensure the City is a bullying-free workplace. Any employee who feels they have experienced or witnessed bullying should immediately notify the Personnel Director before the conduct becomes severe or pervasive.

All complaints of bullying will be investigated promptly and thoroughly. To the fullest extent practicable, the City will keep complaints and the terms of their resolution confidential. If the investigation confirms that bullying has occurred, the City will take corrective action, up to and including termination of employment.

To the extent an individual feels he/she is experiencing bullying, he/she should advise the offender that his or her behavior is unwelcome and request that such behavior stop immediately.

5.4 HARASSMENT, DISCRIMINATION, RETALIATION PREVENTION POLICY

The City of Crest Hill prohibits harassment, discrimination, or retaliation against claims of such in its entirety. All employees, volunteers, job applicants, elected officials, and third parties (including but not limited to citizens, vendors, visitors, and contractors) are expected to abide by this policy. This policy serves to ensure a workplace free of harassment, discrimination, and retaliation based on protected characteristics or perceived membership in a protected class including: race, color, national origin, ancestry, disability, religion, age, gender/sex, pregnancy, sexual orientation, veteran or military status, order of protection

status, marital status, genetic information, and any other characteristic protected by applicable Federal, State, and local laws to provide for the prompt, thorough, and effective investigation of harassment, discrimination, and retaliation reports, as well as provide a process for eliminating all such conduct.

A violation of this policy may not necessarily violate the law. The City will not tolerate any conduct inconsistent with this policy and will enforce this policy regardless of whether the conduct itself constitutes a violation of applicable law.

Prohibited Conduct

Harassment, discrimination, and retaliation of, or against, any employee, co-worker, elected official, volunteer, or third party has no place in the work environment and will not be tolerated. The Illinois Human Rights Act defines a "working environment" not limited to the physical location where an employee works. Accordingly, the City does not authorize and will not tolerate any form of harassment, discrimination, or retaliation by employees, volunteers, elected officials, or third parties including but not limited to citizens, vendors, visitors, and contractors.

Prohibited conduct includes, but is not limited to, verbal, physical, or visual comments of a derogatory nature and based on protected characteristics or perceived membership in a protected class including: race, color, national origin, ancestry, disability, religion, age, gender/sex, pregnancy, sexual orientation, veteran or military status, order of protection status, marital status, genetic information, and any other characteristic protected by applicable Federal, State, and local laws. Examples of prohibited conduct include, but are not limited to:

- a) Verbal Conduct such as epithets, derogatory jokes, innuendos or comments, stereotyping, and slurs based on protected characteristics or perceived membership in a protected class, as well as unwanted sexual advances, stereotyping, invitations, or comments;
- b) Visual Conduct such as derogatory posters, photography, cartoons, calendars, emails, text messages, magazines, music, drawings, sexually explicit materials, graffiti, computer internet sites, or gestures based on protected characteristics or perceived membership in a protected class;
- c) Physical or Other Conduct such as unwanted touching or physical contact, assault, suggestive looks, leering, threats, blocking normal movement, interfering with work, or assigning undesirable work to create adverse working conditions for an individual because of that person's protected characteristics or perceived membership in a protected class; and

- d) Retaliation such as threats, discipline, or any other adverse action taken against any person who reported or stated an intent to report conduct inconsistent with this policy, witnessed any such conduct, or participated in any investigation of such conduct.

Definition and Prohibition of Sexual Harassment

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. It is the unlawful harassment of employees, volunteers, job applicants, elected officials, and third parties (including but not limited to citizens, vendors, visitors, and contractors) on account of that person's sex. Sexual harassment includes any unwelcome or unwanted sexual advances; requests for sexual favors; or other verbal, physical, or visual conduct based on sex or gender or that is otherwise of a sexual nature when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision affecting the individual, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment also includes offensive conduct regarding a person's sex. Both the victim and the harasser can be either a woman or a man, and the victim and harasser can be members of the same sex. The harasser can be the victim's supervisor, a supervisor in another area, a subordinate, a co-worker, a contractor, a citizen, an elected official, or someone who is not an employee of the City of Crest Hill. The victim does not have to be the person harassed and could be anyone affected by the offensive conduct.

Harassment based on sex/gender is prohibited regardless of whether it rises to the level of a legal violation. The following conduct represents some, but not all, of the acts that are in violation of this policy:

- a) Verbal Conduct such as epithets, derogatory jokes, innuendos or comments, slurs, or unwanted sexual advances, stereotyping, invitations or comments;
- b) Visual Conduct such as derogatory posters, photography, cartoons, calendars, emails, text messages, magazines, music, drawings, sexually explicit materials, graffiti, computer internet sites or gestures based on protected characteristics;
- c) Physical Conduct such as assault, suggestive looks, leering, threats, unwanted touching or physical contact, blocking normal movement, or interfering with work because of any protected characteristics;

- d) Threats and Demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual conduct; and
- e) Retaliation such as threats, discipline, or other adverse action taken against any person who reported or stated an intent to report conduct inconsistent with this policy, witnessed such conduct, or participated in any investigation of such conduct.

The City of Crest Hill prohibits sexual harassment, discrimination based on sex or gender, and/or retaliation against claims of such in its entirety. All employees, volunteers, job applicants, elected officials, and third parties including but not limited to citizens, vendors, visitors, and contractors are expected to abide by this policy. Any behavior or conduct that could reasonably be interpreted as prohibited under this policy has no place in the workplace. Employees are encouraged to inform others in the workplace when their behavior is unwelcome, offensive, inappropriate, or in poor taste. Employees are expected to come forward promptly and report any violations of this policy.

Reporting Procedures

The City does not tolerate harassment, discrimination, and retaliation. If an employee has reason to believe that he/she has experienced conduct inconsistent with this policy, witnessed such conduct, or knows of any employee who has been subjected to such conduct, he/she has a duty to promptly report it, either verbally or in writing, to any of the following designated individuals: The Personnel Officer, any supervisor, any Department Head, or the City Administrator. These are the only designated individuals authorized by this policy to receive and act upon complaints on behalf of the City.

If the person believed to be engaging in the conduct inconsistent with this policy is a member of the designated list, the employee may go to any other individual designated above.

Department Heads and supervisors must promptly report conduct inconsistent with this policy to the Personnel Officer. Department Heads and supervisors have an affirmative obligation to report any of the following:

- a) Any violation of this policy;
- b) Any suspected violation of this policy; and
- c) Any information or complaint of any type harassment even if the activity does not appear, on its face, to be a violation.

To the extent an individual feels he/she is experiencing conduct inconsistent with this policy, he/she should ask the person whose conduct is inconsistent with this policy to stop the behavior.

Whistleblower Protection

Similar to the prohibition against retaliation contained herein, the State Officials and Employees Ethics Act (5 ILCS 430/15-10) provides whistleblower protection from any retaliatory action (such as reprimand, discharge, suspension, demotion, denial of promotion, or transfer) that occurs in retaliation against an employee who does any of the following:

1. Discloses or threatens to disclose any activity, policy, or practice of any person subject to this policy that the employee reasonably believes is in violation of any law, rule, regulation, or this policy;
2. Provides information to or testifies before any public body conducting an investigation, hearing, or inquiry into any violation of a law, rule, regulation, or this policy; or
3. Assists or participates in any proceeding to enforce the provisions of the State Officials and Employees Ethics Act.

Pursuant to the Whistleblower Act (740 ILCS 174/15(a)), this City may not retaliate against any employee who discloses information in a court, an administrative hearing, or before a legislative commission or committee, or in any other proceeding, where the employee has reasonable cause to believe that the information disclosed demonstrates the existence of a violation of any State or federal law, rule, or regulation. In addition, the City may not retaliate against any employee that discloses information to any government or law enforcement agency, where the employee has reasonable cause to believe that the information disclosed demonstrates a violation of any State or federal law, rule, or regulation. (740 ILCS 174/15(b)).

According to the Illinois Human Rights Act (775 ILCS 5/6-101), it is a civil rights violation for a person (or for two or more people, conspiring together), to retaliate against any person because he/she has opposed that which he/she reasonably and in good faith believes to be sexual harassment in employment, because he/she has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under the Illinois Human Rights Act.

An employee who is suddenly transferred to a lower paying job or passed over for a promotion after filing a complaint with IDHR or EEOC, may file a retaliation charge with the appropriate body (such retaliation charges are due within 300 days of the alleged retaliatory action).

Confidentiality

The City will, to the extent feasible and appropriate under the circumstances, maintain the confidentiality of all parties to any harassment reports and/or complaints, and shall only involve other individuals on a need-to-know basis.

Discipline and Consequences

If the City determines any conduct inconsistent with this policy has occurred, prompt effective corrective action will be taken in accordance with the circumstances involved. Anyone, regardless of position or title, who has engaged in conduct that is inconsistent with this policy, will be subject to discipline, up to and including immediate termination of employment. Violation of this policy, if substantiated, may result in termination on the first offense. All employees are expected to cooperate in investigations of complaints.

Additionally, anyone who knowingly or intentionally makes a false report of sexual harassment, if substantiated, will be subject to discipline, up to and including immediate termination of employment. False claims of sexual harassment are considered to be equally egregious in nature and may also result in termination on the first offense.

Any disciplinary action taken against any person for knowingly or intentionally making a false report of sexual harassment shall be in addition to any and all other civil and criminal remedies and penalties that are legally available to the City and to any falsely-accused person or persons.

Retaliation is Strictly Prohibited

Retaliation is strictly prohibited. Retaliation can be, but is not limited to, actions (such as verbal or physical threats) made or taken against any person who reported or stated an intent to report conduct inconsistent with this policy, witnessed such conduct, or participated in an investigation of such conduct. The City prohibits any retaliation or reprisal against any person who makes or assists with the making of any complaint pursuant to this policy, or who pursues any such claim, or who cooperates in any investigation of such claim or claims.

If an employee has reason to believe that he/she has experienced retaliation or witnessed such conduct or knows of any employee who has been subjected to such conduct he/she should promptly report it, verbally or in writing, to any of the following designated individuals: the Personnel Officer, any supervisor, Department Head, or the City Administrator. These are the only designated individuals authorized by this policy to receive and act upon complaints on behalf of the City.

If the person believed to be engaging in the conduct inconsistent with this policy is a member of the designated list, the employee may go to any other individual designated above.

Department Heads and supervisors must promptly report conduct inconsistent with this policy to the Personnel Officer.

Other Information

The City is committed to an environment free from harassment, discrimination and retaliation and to preventing and quickly correcting conduct inconsistent with this policy.

All employees have a duty and responsibility to conduct themselves appropriately and in compliance with this policy.

5.5 PROGRESSIVE DISCIPLINE

Reasonable work rules of conduct, safety, courtesy, respect, and common sense, generally result in a more harmonious and enjoyable work atmosphere. In order to maintain a safe, efficient and harmonious organization, the guidelines listed below have been established for City employees. The progressive discipline process encourages employees to become more productive workers and adapt their behavior to the City's standards and expectations.

The City's progressive discipline policy in no way limits or alters the at-will employment relationship. Union employees may be subject to additional guidelines regarding disciplinary action.

Progressive Discipline Procedures

The City has established a Code of Conduct to govern the conduct of its employees. Disciplinary outcomes may vary depending upon the particular situation. Each case will be evaluated on its own merits with due consideration as to the nature of the offense, the cause, the background, likelihood of repetition and the attitude of the offender. In addition, the employee's work history, including performance reviews, previous disciplinary record, and length of service may be taken into consideration, as well as other relevant factors, in determining the level of discipline to be imposed.

The City reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including but not limited to verbal and written warnings, suspension with or without pay, demotion and termination. Violations of work rules, instances of unacceptable behavior or misconduct, or continued poor performance will be subject to progressive discipline. This means that employees will be assessed penalties that become increasingly severe each time

an offense is reported or a performance improvement is not forthcoming. Repeated infractions or infractions of a more serious nature will result in a demotion, suspension or termination. Some types of misconduct are so egregious that they may be punished by suspension or termination at the first occurrence.

Types of Disciplinary Action

In general, when an employee fails to abide by the rules and regulations set forth in the Employee Handbook, does not abide by departmental regulations, or is in violation of other expectations, the employee may be subject to progressive discipline, subject to any collective bargaining agreements. This process typically follows the following steps:

1. **Verbal Warning:** A verbal warning may be issued to an employee prior to the issuance of a written warning at the supervisor's discretion. Verbal warnings will be placed in the employee's personnel file and may be used as support for further disciplinary action.
2. **Written Warning:** A written warning may be issued for behavior or violations which a supervisor considers serious or where a verbal warning has not helped to change unacceptable behavior. All written warnings will be placed in the employee's personnel file and a copy of the written warning will be given to the employee and signed by that employee, acknowledging receipt of the warning. An employee's refusal to sign the written warning does not preclude placement in the employee's file.
3. **Suspension:** An employee may be suspended with or without pay for up to thirty (30) days subject to FLSA limitations. A Department Head shall file a written report with the Personnel Officer on the cause for suspension of an employee prior to the effective date of such suspension. An employee shall be given a written notice of suspension.
4. **Demotion:** A demotion is a change in employment status from a position in one classification to a position in a lower classification involving a decrease in responsibility and a lower maximum pay rate. Demotions are typically disciplinary or performance related, but can also be the result of a reorganization and subsequent elimination of the existing position, or an employee voluntarily vacating his present position and moving to an existing or new position at a lower pay grade.
5. **Termination:** An employee may be terminated for a major conduct violation, repetition of minor conduct violations, or for work performance falling below the established standards. Before any action is taken to terminate an employee, the employee's Department Head must file a

written report and request a review by the Personnel Officer. Department Heads may be terminated by the City Administrator, with the concurrence of the Mayor.

6. Rehire: It is the policy of the City not to rehire a former employee who was terminated for policy violations, poor work performance, or resigned while charges were pending.

Suspension Pending Investigation

Employees who allegedly commit acts of violence or other egregious misconduct or serious safety violations can be suspended immediately, and ordered from City property or work site. Pending an investigation and review, this suspension may be without pay. Employees who are cleared of charges pending against them will be reinstated with full back pay and no loss of benefits or seniority. Employees whose charges are upheld against them will be subject to discipline, up to and including termination.

Suspension without Pay for Exempt Employees

Suspensions without pay for exempt employees generally must be in increments of one week. Two circumstances exist in which exception to this policy is appropriate:

1. Violations of safety rules of major significance.
2. Penalties for infractions of workplace conduct.

A deduction in pay as a penalty for violations of safety rules of major significance can be made in any amount. Penalties for infractions of workplace conduct rules may be in one (1) or more full days for exempt employees. Such "workplace conduct" violations should be of a serious nature and does not apply to discipline for performance or attendance issues. Workplace conduct infractions may include but are not limited to sexual harassment, violence, drug or alcohol policy violations, or violations of State or Federal laws.

Employee Benefits During Suspension

The City will continue to pay its portion of the employee's medical and dental premium costs while an employee is suspended without pay for up to thirty (30) days. The employee must abide by the terms and conditions of the insurance benefits in order to maintain coverage during such periods, including making arrangements to pay the employee's portion of the premium cost. Employees will not accrue benefit time or service credit while on an unpaid suspension.

Appeals

A regular employee (not including probationary, seasonal or temporary employees) who has been disciplined and considers himself aggrieved may file a grievance in accordance with Appeal/Grievance section of the Employee Handbook.

5.6 APPEAL/GRIEVANCE PROCEDURES

It is the City's policy to provide employees with an avenue to address problems when they believe the City has violated, misinterpreted or misapplied any of the provisions in the Employee Handbook. However, the policy itself cannot be the subject of a grievance. A "grievance" is defined as a dispute or difference of opinion raised by any employee who is not covered by a collective bargaining agreement with the City. Except as noted below and elsewhere in the Employee Handbook an aggrieved employee shall have the right to file an appeal on his behalf.

The exclusive remedy for those employees who are covered by a collective bargaining agreement is their collective bargaining agreement. As such, the grievance procedure outlined here is not intended to apply in situations where a collective bargaining agreement governs. Rather, this procedure is applicable to employees who are not covered by a collective bargaining agreement, or in situations that are not addressed in a collective bargaining agreement, or the Rules and Regulations of the Civil Service Commission.

Appeal Process

Appeals of a termination or disciplinary action may be made by applying in writing within five (5) working days to the Personnel Officer. The Personnel Officer shall hold a hearing within five (5) working days or a mutually agreeable time after such request for appeal has been made by the employee. The hearing will be of an informal nature with the employee, the Department Head, and/or City Administrator present. The Personnel Officer shall render his decision within ten (10) working days after the hearing. The Personnel Officer may uphold, increase or reduce the severity of punishment should this, in his judgment, be warranted.

Any appeal of the Personnel Officer's decision shall be in the form of a request for reconsideration addressed to the City Administrator within five (5) working days of this decision. The City Administrator shall respond to such request within five (5) working days. The City Administrator's decision shall remain final.

5.7 CONFIDENTIALITY POLICY

The public, employees, and other parties with whom the City does business entrust the City with important information relating to their businesses and

personal situations. It is the City's policy that all information considered confidential will not be disclosed to external parties except as pursuant to judicial proceedings, legal requirements, or the Illinois Freedom of Information Act (FOIA). Employees must not release or share confidential information that may be subject to Federal and State laws, such as the Health Insurance Portability and Accountability Act (HIPAA) and the State of Illinois Identity Protection Act that protects the usage of Social Security numbers.

This policy is intended to alert employees to the need for discretion at all times and is not intended to inhibit normal business communications. All inquiries from the media must be referred to the employee's Department Head. If there is a question of whether certain information is considered confidential, the employee should first check with his immediate supervisor. Questions related to the FOIA should be addressed to the City's FOIA officer(s).

5.8 POLITICAL ACTIVITY

In accordance with the State and Federal constitutions and with 65 ILCS 5/10-1-27.1, City employees have a right to engage in political activity through voluntary political contributions or voluntary political activities. However, employees may not participate in political activities while at work or on duty. This includes the display of political paraphernalia, merchandise, clothing, buttons etc. in the workplace and/or on the employee. Additionally, no employee may use or threaten to use the influence of their position to coerce or to persuade any person to follow any course of political action or to contribute or lend anything of value to a political organization or candidate for political office.

5.9 OUTSIDE EMPLOYMENT

Outside employment in addition to City employment is permitted if it does not interfere with the employee's performance, cause a conflict of interest or appearance of impropriety with his City duties and responsibilities, or reflect adversely upon the City. Employees will not be permitted to engage in outside work that involves the use or sale of information related to City operations. Employees shall inform their Department Head, in writing, of any outside employment. A copy of such notice will be placed in the employee's personnel file with the Department Head's signature acknowledging notification and consent to supplemental employment. No City vehicles, equipment, facilities or, in cases of "uniformed" employees, uniforms shall be worn and used during such outside employment except as approved by the appropriate Department Head. In no event shall supplemental employment be permitted during the employee's regularly assigned working hours for the City or while on duty. This procedure is applicable to employees who are not covered by a collective bargaining agreement. The policy for outside employment for employees covered by a

collective bargaining agreement shall be defined in the terms of the respective contract.

5.10 ATTENDANCE & PUNCTUALITY

To maintain a safe and productive work environment, the City expects employees to be reliable and punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the City. In instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive and violations of City policy. Either may lead to disciplinary action, up to and including termination.

5.11 WAGE ATTACHMENTS

The City does not want to become involved in employees' personal finances and believes it is the employees' responsibility to avoid collections by creditors. The City must comply with any court ordered wage deduction. In the event the City receives a garnishment notice from more than one source, the monies will be paid (to the extent they are available) to each of the creditors in the order in which notification was received and in accordance with law.

5.12 ACCEPTANCE OF GIFTS

The City of Crest Hill as a governmental entity will comply with all provisions of the State "Gift Ban Act". In compliance with the Act, the City adopted Ordinance No. 1095.

No employee of the City of Crest Hill shall receive any gift, fee, meal, tip or favor of any kind, or promise of future employment for the performance of his duties or the supervision of others based upon any mutual understanding, explicit or implied, that the official actions, decisions or judgments of such employee would be influenced thereby. "Gift" means any gratuity, discount, entertainment, hospitality, loan, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employees.

Employees who are offered gifts or gratuities should either refuse them as courteously as possible or donate them as allowed in the "Gift Ban Act". Items in the category of advertising novelties (i.e. pencils, calendars, coffee mugs) having wide distribution or of a nominal value may be retained by employees. Under no circumstances shall any cash or cash equivalents such as checks or gift cards be accepted.

This policy should not be construed to preclude attendance by employees at business or social functions as guests of another individual, so long as the costs are reasonable for the type of function attended pursuant to the State "Gift Ban Act".

SECTION 6 EMPLOYEE PERFORMANCE

6.1 PERFORMANCE REVIEW

The performance of all regular full-time and regular part-time employees shall be evaluated not less than one time per year, and as often as there are alterations in employment status, salary increase (other than cost of living), promotion, demotion, transfer, termination, or any other change in reporting status, in accordance with performance review factors as established by the City. Each department may utilize interim reviews, depending on departmental needs. However, only annual or status change reviews will be used for salary consideration purposes.

6.2 INTERIM PERFORMANCE REVIEWS

There are circumstances where a supervisor may conduct an interim performance review due to a decline in an employee's performance into a below standards level to counsel an employee, such that employee can take corrective actions prior to the next regularly scheduled formal review.

6.3 SUBSTANDARD PERFORMANCE ON ANNUAL REVIEW

Employees performing at a "Below Standards" level at their annual review will not receive an increase for that year. Employees determined to have performed "Below Standards" levels upon their annual review will either be assigned to a six (6) month evaluation period consisting of two (2) interim three (3) month interval reviews or will be terminated, depending on the severity of the "Below Standards" performance, and/or prior interim review attempts to improve performance. If performance is not raised to a "Standards" levels upon the completion of the evaluation period, the employee will be terminated.

6.4 PERFORMANCE IMPROVEMENT PLAN

When an employee's performance is determined to be "Below Standards," a written Performance Improvement Plan may be completed by the supervisor and submitted with the employee's Performance Review. The purposes of the Performance Improvement Plan are to document the specific job related functions or areas the employee needs to improve on, indicate specific milestones that will be used to measure the employee's progress in those areas, and establish a time frame for achieving each listed goal. The completed Performance Improvement Plan shall be discussed by the supervisor with the employee and both shall sign and date it. The employee will be given a copy and the original will be placed in the employee's personnel file.

SECTION 7

INSURANCE & OTHER EMPLOYEE BENEFITS

7.1 INSURANCE COVERAGES

The City provides medical, dental, vision, and life insurance for all regular full-time employees and their dependents as prescribed within the terms and conditions of the health care contracts in effect. Employees enrolled in the City sponsored plan are eligible for coverage on the first day of hire. The percentage paid by the City and employees may change from time to time. Employees are required to provide proof of dependent eligibility at time of enrollment. Documentation may include birth and marriage certificates, court documents and other items deemed acceptable.

Group medical and dental insurance shall also be made available to eligible retired or disabled employees who select to continue this option, as required by the Illinois Pension Code, State insurance law, applicable collective bargaining agreements, and subject to other provisions of the Employee Handbook. Coverage available to eligible retired or disabled employees is that which they have elected on their last day of employment prior to the first day of their retirement or disability status. Retired or disabled employees are not permitted to elect to change policies and their coverage cannot increase. For example, a retired employee with single coverage cannot marry in retirement and then elect family coverage. However, an employee who retires with family coverage and then qualifies for single coverage through death of a spouse, divorce, etc. will be permitted to elect single coverage since he no longer qualifies for family or other coverage. The City also provides Workers' Compensation benefits pursuant to the State statutes and will provide any coverage required by State Unemployment Compensation laws.

The Employee Handbook does not change or otherwise interpret the terms of the official benefit plan documents. Employee rights can be determined only by referring to the full text of the official plan documents, which are available through the office of the Personnel Officer. To the extent that any of the information contained in the Employee Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

7.2 PREMIUM PAYMENTS

The City may require employees to participate in the cost of group health, dental, vision and/or life insurance premiums, as it is determined from time to time.

7.3 QUALIFYING EVENTS

Within thirty (30) days of a qualifying event, employees or dependents must notify the Personnel Officer in writing of any change in status which may affect

the employee's or dependent's benefit plan coverage. Examples may include marriage, civil union, birth, adoption, or placement for adoption of a child, obtaining legal guardianship of a child; loss of eligibility for other coverage for the employee or dependent, termination of employer contributions toward the employee's or dependent's other coverage; divorce, legal separation, death or children reaching the limiting age. Failure to notify the Personnel Officer in writing on a timely basis of the qualifying event could result in the employee being responsible for the payment of the premiums or claims paid for an ineligible participant, or in denial of coverage by the insurance carrier or plan sponsor. Additionally, notification of a qualifying event must be proceeded with documentation that verifies dependent eligibility.

7.4 MARRIAGE AND INSURANCE BENEFITS

The Religious Freedom and Marriage Fairness Act (735 ILCS 5/1-101) provides same-sex and different-sex couples and their children equal access to the status, benefits, protections, rights, and responsibilities of civil marriage. In order to become eligible for applicable insurance benefits, employees who get married are required to complete a notarized affidavit or provide a copy of the marriage license certificate to the Personnel Officer within thirty (30) days of the event occurring.

7.5 COBRA (CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT)

City sponsored group health insurance coverage for covered employees expires on the last day of employment, leave of absence, or other qualifying event. As described in greater detail in the City's COBRA notice provided to employees who are covered under group health insurance at the time of a qualifying event, employees, their spouses, and/or their dependents may continue health coverage, at their own expense, at the group rates, unless they are disqualified because of discharge for gross misconduct. Eligible employees may continue the health insurance coverage for up to eighteen (18) months or longer, based on COBRA regulations, from the date coverage would otherwise end. The spouse and dependent children of a City employee may continue coverage following the death, divorce or termination of the employee, in the event the employee becomes covered by Medicare, or following another qualifying event, for up to thirty-six (36) months from the date their coverage would otherwise end. Dependent children of the employee may also be eligible to continue coverage when they cease to be dependent children. Continuation of coverage ceases if certain specific events occur.

Employees or dependents must notify the Personnel Officer in writing within sixty (60) days after a qualifying event whether or not they wish to continue their health coverage. If an employee does not choose to continue their group health insurance, eligibility will end.

If an employee is a participant in the Illinois Municipal Retirement Fund (IMRF), and retires or becomes disabled, the employee may be able to continue his health insurance under the Municipal Employee's Continuance Privilege law (215 ILCS 5/367j).

7.6 ILLINOIS MUNICIPAL RETIREMENT FUND (IMRF)

The Illinois Municipal Retirement Fund provides employees of local governments in Illinois with a sound and efficient system for the payment of retirement, disability, and death benefits. Employees are required to participate in the IMRF if employed in an IMRF qualified position and meet the 1,000 annual hourly standard. Both the employee and the City contribute monies into the Fund.

Upon separation from employment, application may be made to IMRF for a refund of employee contributions if the employee has not yet qualified for retirement benefits. All employer contributions would be forfeited. Employees should note that applicable tax laws will apply to this refund.

If an individual becomes employed by another municipality or agency under IMRF, employee contributions are automatically transferred provided they were not previously refunded. However, employees may "buy back" earned credit that was previously refunded according to specific instructions provided by IMRF.

7.7 POLICE PENSION FUND

Sworn Police personnel participate in a pension fund for retirement, disability, and death benefits. The Police Pension Board manages the fund in accordance with the Illinois Compiled Statutes. The City contributes to the Fund based on an annual actuarial analysis while participating Police personnel contribute through payroll deductions. Information regarding application to participate in the fund, portability rights, disability requirements, qualifications for pension benefits, and the value of pension benefits is available from the Police Pension Board.

7.8 457 RETIREMENT PLAN

The Section 457 Deferred Compensation plan allows employees to elect how much salary they want to contribute and to direct the investment of their account so they can tailor their own retirement package to meet their individual needs.

Contributions to the 457 plan are automatically deducted from employees' paychecks before Federal and State tax withholdings are calculated, thereby saving tax dollars now by having the current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to 457 distributions.

Complete details of the Section 457 are described in the materials provided to eligible employees. More information about employee benefit plans is available through the office of the Personnel Officer.

7.9 EMPLOYEE ASSISTANCE PROGRAM

The City of Crest Hill recognizes that from time to time employees and their dependents (including children up to age 26) may need a little help coping or figuring out what to do. The City provides an assistance program to help address life issues such as:

- a) Depression, grief, loss and emotional well-being
- b) Family, marital, and other relationship issues
- c) Life improvement, goal setting
- d) Addictions including drug and alcohol use
- e) Stress or anxiety at work or home

The Employee Assistance Program (EAP) is available to employees and their dependents 24 hours a day, 7 days a week, 365 days a year. Each employee is entitled to 3 private sessions (per event) with a licensed counselor. There is no charge for these services and sessions are confidential. Employees can call 1-800-327-1833 or visit www.workhealthlife.com/Standard3. Employees are encouraged to speak with the Personnel Officer for more information.

7.10 CREST HILL EMPLOYEE WELLNESS PROGRAM

The Crest Hill Employee Wellness Program (CHEW) exists to foster a workplace environment that promotes physical and mental wellbeing, encourages employee camaraderie, improves morale, and supports a healthy, balanced lifestyle.

The CHEW regularly provides programming, information, health screenings and benefits fairs to employees and their families to inform them of the benefits available to them through their employment with the City of Crest Hill and encourage wellness.

Employees who have insurance provided by the City are also eligible to participate in the wellness rewards program. This program aims at reducing health risk factors and rewards employees for engaging in wellness initiatives. Employees with insurance provided by their union should consult their union for additional benefits offered.

SECTION 8

HOLIDAYS, VACATION & LEAVES OF ABSENCE

8.1 HOLIDAYS

The following shall be general holidays for City employees. Only regular full-time employees shall be entitled to paid holidays. Regular part-time and temporary employees shall only receive pay if they are required to work on the holiday.

New Year's Day
Good Friday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

Employees will be required to work their regular scheduled day before and after the holiday, unless other excused pay (jury, vacation, bereavement, personal, etc.) has been pre-approved, in order to receive holiday pay.

Generally, whenever any of the above holidays fall on a Saturday, the preceding Friday shall be observed as a holiday; and whenever any of the above holidays fall on a Sunday; the following Monday shall be observed as a holiday. Modifications to holiday observances for specific reasons may be made from time to time upon direction from the City Administrator with appropriate advance notice.

Work on Holidays

Hours worked by a non-exempt regular full-time employee during a regular shift on a paid holiday shall be computed at one and one half (1 ½) times the employee's regular hourly rate of pay.

8.2 VACATION

The City provides full-time regular employees with paid vacation time as an opportunity for rest, relaxation and recreation. The City believes that each employee should have time off from work each year and should be given maximum flexibility in scheduling vacation time, with consideration to the City's business needs.

Vacation is allocated on January 1 each year and the amount of time employees receive each year increases with the length of their employment as shown below. Supervisors start with fifteen (15) days and continue to accrue after six years of service. Days shall be prorated for the first year in which the employee is employed with the City.

<u>Years of Service</u>	<u>Vacation</u>
After one year of service	Ten (10) Days
After five years of service	Fifteen (15) Days
After six years of service	Sixteen (16) Days
After seven years of service	Seventeen (17) Days
After eight years of service	Eighteen (18) Days
After nine years of service	Nineteen (19) Days
After 10 years of service	Twenty (20) Days
After 15 years of service and thereafter	Twenty-five (25) Days

All vacation for non-exempt employees shall be scheduled with approval and consent of the Department Head. Scheduling preference shall be given to employees on a seniority basis.

All earned vacation time not used by the employee by the end of the calendar year shall be forfeited unless special dispensation is granted by the City Administrator. Vacation time is paid at the employee's base pay rate at the time of vacation and does not include overtime or any other special forms of compensation. In the event a holiday occurs during an employee's scheduled vacation period, time for such holiday shall not be charged as vacation time. Vacation allowance is not permitted to be paid in lieu of time off.

The City reserves the right to restrict the dates on which an employee may take vacation based on the City's and/or specific departments' needs. These may be known as "blackout periods" and will be established by the Personnel Officer and by the Department Head. Vacation is granted at the convenience of the City, but in all cases the City and its management will attempt to accommodate the needs of the employee. Employees are encouraged to schedule vacation so as not to be put in a position to forfeit vacation due to business restrictions or last minute business needs.

Upon termination of employment, the employee shall be paid for unused earned vacation time for that year.

8.3 PERSONAL DAYS

Regular full-time employees are eligible for twentyfour (24) hours of personal time per year. The twentyfour (24) hours are granted on January 1 each year subject to management or supervisory approval. Under no circumstances shall personal hours be carried forward to the next calendar year.

Persons who begin employment mid year will be granted twenty-four hours of personal time that may be used following their first 30 days of employment. If an employee resigns or is terminated within his first 30 days, he is not entitled to compensation for this time.

Upon termination of employment, the employee shall be paid for unused earned personal days for that year.

8.4 SICK LEAVE

Sick leave hours shall be credited on the 1st of each month to all full-time regular employees at the rate of eight (8) hours per month beginning on the first full month of employment. Sick hours may be carried forward to the following year up to a maximum of one thousand one hundred twenty (1,120). Accrued sick leave will carry over if employees change positions within the City as long as there is no break in service longer than thirty (30) days.

In accordance with the Illinois Employee Sick Leave Act (820 ILCS 191/1) sick leave hours shall not be considered a privilege which an employee may use at his discretion but shall be allowed only in the case of:

- a) Necessity of actual sickness or disability of the employee.
- b) Because of illness or birth in his immediate family.
- c) To meet medical/dental appointments.
- d) To take physical examinations or other sickness prevention measures.

Sick leave hours shall be denied for all other reasons unless otherwise approved by the Department Head.

To receive compensation while absent on sick leave, the employee must notify his immediate supervisor within a reasonable time under the circumstances, but generally at least sixty (60) minutes before the employee's shift would begin. If sick leave notification is made via voicemail, the employee must include the date, time and reason for the sick leave absence.

Once an employee has exhausted his total sick time bank, the employee may use accumulated vacation time, personal days, or compensatory time.

Any employee who is absent from work for sickness three (3) or more consecutive days shall be required to provide a physician's certificate indicating the employee is able to resume normal work duties. Such physician certificate shall be obtained at the employee's expense. Employees who fail to produce a physician's certificate after being absent three (3) or more days shall not be permitted to return to work until the physician's certificate is obtained.

Excessive absenteeism is irregular attendance including, but not limited to the following:

1. Chronic absenteeism or pattern of excessive sick leave usage.
2. Continued pattern of sick leave use coinciding with vacation, holiday or regular time off.
3. Repeated failure to notify the supervisor of sick leave within sixty (60) minutes of the start time.
4. Supervisor continuously unable to contact employee while employee is using sick time.
5. Failure to provide physician's certificates when applicable.
6. Employee engaging in other employment while on sick leave.

When a Department Head has reason to believe that excessive absenteeism has occurred, the employee will be counseled and reminded of the burden absenteeism places on the department and fellow co-workers. Additionally, an employee who is absent from work for sickness immediately preceding or following a scheduled vacation or holiday may not be compensated for the absence if the supervisor has reason to believe the claim is false. Excessive absenteeism and illness related absences abutting paid time off shall be reflected in an employee's performance review and shall be the basis for disciplinary action up to and including termination. Falsely claiming sick leave or reporting sickness as an excuse for absence may be grounds for immediate termination.

Upon termination of employment, the employee forfeits his total accumulation of unused earned sick time.

8.5 JURY DUTY/CIVIL LEAVE

A regular full-time employee may be granted leave when summoned to appear as a witness before a court, grand jury, or other public body or commission, when not appearing as a regular part of their normal work duties. An employee may be granted Civil Leave to cover the time off.

A regular full-time employee may be granted leave with pay when required to be absent from work for jury duty. Any compensation received by the employee for such duty shall revert to the City during the time for which compensation was paid to the employee under this section. Documentation of serving jury duty must be provided by the employee to the employee's supervisor.

To be eligible for this benefit, the employee must notify his supervisor promptly upon receipt of a jury summons and provide a copy of the summons to his Department Head. The employee must provide a copy of the check(s) received. Pay will be computed at the employee's current hourly rate or salary in effect at the time of jury duty. The employee must maintain contact with his supervisor, the frequency of which is determined by the Department Head. Time spent on jury duty is not counted as hours worked for the purpose of computing overtime pay.

An employee's absence for jury duty is job protected and an employee may not be disciplined or discharged for absences due to jury duty. Any employee who is having any issues with regard to performance of jury duty service should report those concerns to the Personnel Officer.

8.6 EMERGENCY/BEREAVEMENT

A regular full-time employee may be granted up to three (3) paid days to attend to family emergencies or to attend the wake and/or funeral of an immediate family member. Immediate family members include spouse, domestic partner, mother, father, son, daughter, sister, brother, grandmother, grandfather, grandchild, mother-in-law, father-in-law, brother-in-law, sister-in-law, step-father, step-mother, step child, half-brother, half-sister, grandparents of employee's spouse or grandchildren, legal guardian or members of the employee's immediate household. One (1) paid day off may be granted to attend the funeral of an aunt or uncle. If more time is needed for long distance travel or to wrap up the decedent's affairs, additional paid or unpaid days may be granted upon submission of a written request, recommendation of the Department Head and approval by the Personnel Officer. Upon request documentation of death must be provided by the employee to the Personnel Officer.

The Illinois Child Bereavement Leave Act permits an employee with at least 1,250 hours of service during the prior 12 month period to a maximum of 2 weeks (10 work days) of unpaid bereavement time following the death of a child. Employees may be entitled to up to 6 weeks of bereavement time in the event of the death of more than one child during a twelve-month period. The leave must be completed within 60 days after the date employee receives notice of the death of the child. Employers are entitled to 48 hours of notice before the leave, unless it is not practicable. Employers may require documentation to verify the necessity of the leave. Child bereavement leave may not be taken in addition to unpaid leave permitted under the Family and Medical Leave Act, 29 U.S.C. 2601 et seq. (FMLA), and may not exceed unpaid leave time allowed under that law (FMLA).

8.7 LEAVES OF ABSENCE

At the City of Crest Hill, we realize there are times when family and medical issues necessitate employees to take time away from work. The City will provide employees with a leave based on their tenure with the City and their eligibility under the Family Medical Leave Act (FMLA) or related State laws. It is the intent of this policy to comply with applicable Federal and State laws. Details of the leave types may vary for employees represented by collective bargaining agreements or employment contracts. The City prohibits discrimination or retaliation against employees for requesting or taking a leave of absence.

Using a leave of absence for any purpose other than its intended purpose may result in corrective action up to and including termination. Moreover, accepting employment or becoming self-employed while on leave is not permitted. Anyone obtaining employment or becoming self-employed while on leave will automatically be considered to have voluntarily resigned from employment with the City.

Leave of absence requests will be considered for Family Medical Leave (FMLA), Personal Leave of Absence, Military Duty, VESSA Leave (Victims of Economic Security and Safety Act) and any other leaves of absence as dictated by applicable law. Where applicable, leaves will run concurrently.

8.8 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Guidelines

Up to a total of twelve (12) weeks of unpaid job-protected leave during any rolling twelve (12) month period may be available for eligible qualifying events. Employees are not required to use FMLA leave in a block of twelve (12) weeks.

Leave may be taken on an intermittent or reduced schedule basis if medically necessary.

All FMLA leave will count towards the FMLA leave entitlement even though employees may receive compensation such as paid time off, workers' compensation, short-term disability, or any other type of salary continuance during the FMLA leave.

Eligibility

City employees may be eligible for a leave of absence caused by certain family or medical reasons. To be eligible for such a leave, employees must have completed at least one (1) year of service and worked at least 1,250 hours during the twelve (12) months preceding the leave of absence. Time spent on paid or unpaid leave does not count as hours worked for purposes of determining the 1,250 hours eligibility requirement.

Qualifying Events

Under FMLA, employees may be eligible for a temporary unpaid leave of absence from work for one of the following Qualifying Events:

1. Medical: Due to an employee's own serious health condition;
2. Parental: Due to the birth of a child, or the adoption or foster care placement of a child, within twelve (12) months of birth or placement;
3. Family Care: To care for an employee's child, spouse or parent who suffers from a serious health condition;
4. Any qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty or;
5. Military caregiver leave to care for an injured or ill service member or veteran.

Definitions

12-month Period means a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave in the FMLA year.

Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves either:

1. Inpatient care – (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e., inability to work or perform other regular daily activities); or
2. Continuing treatment by a health care provider, which includes:
 - a) A period of incapacity lasting more than three (3) consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition that also includes:
 - i. Treatment two (2) or more times by or under the supervision of a health care provider (i.e., in-person visits, the first seven (7) days ;and both within days of the day of incapacity); or
 - ii. One (1) treatment by a health care provider with a continuing regimen of treatment (i.e., prescription medication, physical therapy); or
 - iii. Any period of incapacity related to a pregnancy or for prenatal care. A visit to a health care provider is not necessary for each absence; or
 - b) Any period of incapacity for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice per year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; or
 - c) A period of incapacity that is permanent or long term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or
 - d) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three (3) days if not treated.

Child means an employee's biological, adopted, foster, stepchild, legal ward, or child for whom an employee has day to day responsibility to provide care and financial support, so long as the child is under eighteen (18) years of age or unable to take care of himself due to a disability. For purposes of Military Family Need, or Military Family Care Leave, child will also include an employee's adult children.

Parent means an employee's biological parent, step parent, foster, or the person who had day to day responsibility to provide care and financial responsibility to an employee as a child. Parent does not include parent-in-law.

Spouse does not include unmarried domestic partners. If both spouses work for the City their leave in any twelve (12) month period may be limited to an aggregate of twelve (12) weeks for certain types of FMLA leave.

Exigency Leave is leave taken by the employee whose spouse, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided the employer and employee agree, including agreement on timing and duration of the leave.

The City will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave.

Covered Active Duty means (a) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (b) in the case of a member of a reserve component of the Armed Forces, duty during deployment of the member with Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 101(a)(13)(B) of title 10, United States Code.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except the person does not have to be a minor.) This type of leave would be counted toward the employee's twelve (12) week maximum of FMLA leave in a twelve (12) month period.

Covered Service Member Leave also known as military caregiver leave is for an employee whose spouse, son, daughter, parent, or next of kin is a covered service member who may take up to twenty-six (26) weeks in a single twelve (12) month period to take care of that service member.

Covered Service Member means (a) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy,

for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

Serious Injury or Illness (a) in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating; and (b) in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces (or existed before the beginning the member's active duty and was aggravated by service in line of duty in the Armed Forces) and manifested itself before or after the member became a veteran.

The City will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification must be provided using the DOL Certification for Serious Injury or Illness of Covered Service Member.

Notification

It is the responsibility of the employee to notify the City of a potential condition that could qualify for a family medical leave. If the leave is foreseeable, the employee must give sixty (60) days' notice to the City of his intention to take FMLA leave. Examples of foreseeable need are the birth/adoption of a child or scheduled surgery. If the need for FMLA leave is unforeseeable, the employee must give the City notice as soon as practicable, generally the same day or the next day the employee learns of the need for leave. The notification shall be made to the employee's supervisor. The supervisor will in turn notify the Personnel Officer.

Medical Certification

The City may require a written medical certification from a health care provider indicating that the employee is unable to perform the functions of the position of the employee or that the employee is needed to care for a spouse, child or parent of the employee before FMLA leave will be approved.

The certification form for use by a health care provider is available from the Personnel Officer. The employee shall provide a written medical certification from a health care provider supporting the medical necessity of the leave request. Unless otherwise impractical, the City shall allow the employee fifteen (15) days after the employee's request for FMLA leave to provide the written medical certification. The City may require additional written medical certification if the City has reason to question the appropriateness of the leave or its duration. Completed forms should be returned to the Personnel Officer.

If an employee fails to satisfy the medical certification requirements, within fifteen (15) calendar days, if practicable, the City may deny the requested FMLA leave until the required certification is provided. A failure to provide requested documentation of the reason for an absence from work may lead to disciplinary action, up to and including termination.

During FMLA leave, the City may request the employee provide re-certification of a serious health condition at intervals in accordance the FMLA.

All documentation related to the employee's or the family member's medical condition will be held in strict confidence and maintained in the employee's medical records file.

Additional Medical Information

If the City has reason to question the employee's initial medical certification, the City may: (a) request the employee provide additional information or clarification in writing from his health care provider; (b) with the employee's permission, have a City designated health care provider contact the employee's health care provider in an effort to clarify or authenticate the initial certification; and/or (c) require the employee to obtain a second opinion by an independent City designated provider at the City's expense. If the initial and second certifications differ, the City may, at its expense, require the employee to obtain a third, final and binding certification from a jointly selected health care provider.

Return to Work Medical Certification

As a condition of restoring an employee whose FMLA leave was occasioned by the employee's own serious health condition, the City requires a written certification from a health care provider, in a form and manner acceptable to the City, indicating that the employee is able to return to work.

Notification of Leave Status

The City may require the employee on FMLA leave to maintain weekly contact with his supervisor concerning the employee's status and intent to return to work. If the employee clearly gives notice of intent not to return to work, the

obligation to maintain health benefitss (except under COBRA) and to rehire the employee ceases. In that case, the employee will be considered to have voluntarily resigned.

Insurance Payments

While on FMLA leave, the employee and the City shall continue to pay for their proportionate share of the City's group health, dental, and vision coverage, if the employee is enrolled in said plans at the time FMLA leave starts. Failure of the employee to make his proportionate health insurance payments may result in cessation of coverage for the employee.

While on paid leave, the City will continue to take payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must make this payment, either in person or by mail. The payment must be received in the Treasurer's Office by the 15th day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide fifteen (15) days' notification prior to employee's loss of coverage.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee, or the employee's family member, or a circumstance beyond the employee's control, the City will require the employee to reimburse the City the amount paid for the employee's health, dental, and vision insurance during any period of an unpaid leave. The City will require written medical certification of the continued serious health condition that prevents the employee's return.

Use of Paid and Unpaid Time

Employees are required to use paid leave, including disability and worker's compensation leave, to the extent that it qualifies, concurrently with FMLA leave and in a manner consistent with the City's paid leave policies. If the employee has accrued paid leave of less than twelve (12) weeks, the employee will use paid leave first and take the remainder of the twelve (12) weeks unpaid.

If an employee uses leave because of a serious medical condition of an immediate family member, the employee must use all vacation time, personal time, then sick time, and will then be eligible for unpaid leave the remainder of the twelve (12) weeks.

Accruals

During a Family Medical Leave, pension service may continue to accrue in certain circumstances; however, no sick, vacation, personal or holiday leave benefits, or seniority benefits will accrue for the employee during an unpaid leave.

Intermittent or Reduced Work Schedule

Intermittent leave is leave taken in separate blocks of time. A reduced work schedule leave is a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.

Leave because of an employee's own serious health condition, or to care for an employee's spouse, child, or parent with a serious health condition may be taken all at once, or where medically necessary, intermittently, or on a reduced work schedule. Intermittent or a reduced schedule for a leave to care for a newborn or for a newly placed child may only be granted for up to 120 days with the Supervisor's and the Personnel Officer's consent.

The City may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule.

For part-time employees and those who work variable hours, the FMLA leave is calculated on a pro-rata basis. A weekly average of hours worked over the twelve (12) weeks prior to the beginning of the leave will be used for calculating the employee's normal work week.

Employee Status after Leave

An employee who takes leave under this FMLA policy will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. An employee is entitled to reinstatement only if he would have continued to be an employee had FMLA leave not been taken. An employee would not be entitled to reinstatement if, because of a layoff, reduction in force, or other reason, the employee would not be employed at the time job restoration is sought.

Key Employees

The City may exempt certain highly compensated employees, called "key" employees from this requirement and not return them to the same or similar position. Under the FMLA, "key" employees, or employees who are salaried and whose earnings place the employee in the top ten percent (10%) of those employees of the City, may be denied the right to return to the same or equivalent job if it would cause substantial and grievous economic injury to the City.

Employees with questions regarding this policy are encouraged to consult with the Personnel Officer.

8.9 PERSONAL LEAVE OF ABSENCE

In an effort to recognize the needs of employees who require time off and do not meet the eligibility requirements for a leave under FMLA or any other type of leave, employees may request a personal leave of absence. All full-time regular employees that have a minimum of thirty (30) days of service may be eligible for a medical or personal leave absence not to exceed ninety (90) days. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved. Requests for personal leave may be denied or granted by the City for any reason or no reason and are within the sole discretion of the City. Personal leave requests will require the approval of both the Department Head and Personnel Officer.

Procedure

In the event an eligible employee requires more than five (5) consecutive days off, the employee needs to submit a request in writing to his immediate supervisor and the Personnel Officer stating the reason for the leave and the expected duration. The employee should be reasonable and understand that all requests for personal leaves are not granted.

An employee, who has been on an approved personal leave for up to ninety (90) days, will be reinstated into a comparable position upon his return from leave only if he would have continued to be an employee had personal leave not been taken. An employee would not be entitled to reinstatement if, because of a layoff, reduction in force or other reason, the employee would not be employed at the time job restoration is sought.

In the event the personal leave is requested because of the employee's own medical needs, the employee must provide medical certification in support of the request.

While on paid leave, the City will continue to take payroll deductions to collect the employee's share of the health care premium. While on unpaid leave, the employee must make this payment, either in person, or by mail. The payment must be received in the Treasurer's Office by the 15th day of each month. If the payment is more than thirty (30) days late, the employee's health care coverage may be dropped for the duration of the leave. The City will provide fifteen (15) days notification prior to employee's loss of coverage.

Employees are expected to be available for work by the end of their approved leave time. If the employee is unable to return on the originally scheduled return date, he must request an extension of the leave in writing. If the City does not extend the leave, the employee must then return to work on the originally

scheduled return date or be considered to have voluntarily resigned. Extension of leave will only be considered on a case-by-case basis.

Any employee on a Personal Leave of Absence for his own personal medical condition must obtain certification from his health care provider prior to returning to work. The certification must address when the employee can return to work and perform his regular duties with or without a reasonable accommodation or set forth the restriction(s) that prevent the employee from resuming his regular duties.

8.10 MILITARY LEAVE

The following procedures and guidelines will apply to employees who serve in the United States Uniformed Services and who are absent due to active military service or training. This policy/procedure also clarifies the continuation of benefits and compensation during the period of leave.

Uniformed Services Employment and Reemployment Rights Act (USERRA)

Military Leave of Absence will conform to the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). All employees who serve are covered by the Uniformed Services Employment and Reemployment Act (USERRA) whether full-time or part-time.

An employee who is required to be absent from work because of service in the uniformed services of the United States will be granted a leave of absence. This includes voluntary or involuntary active duty, active duty training, inactive duty training, full-time National Guard duty or absence for examination to determine fitness for these types of duty.

If an employee is called or volunteers for such military service, he will need to notify the Personnel Officer as soon as possible prior to commencement of the leave.

Military Leave by Type and Corresponding Pay and Benefits:

Leave Due to Mobilization by Presidential Order

In accordance with the Local Government Employees Benefits Continuation Act (50 ILCS 140/1), full and part-time employees who are members of any reserve component of the United States Armed Forces, including the Illinois National Guard, are entitled to leave and differential pay. This becomes effective when the employee is mobilized to active duty by an order from the President of the United States and only for the duration of his active military service.

1. Differential pay is defined as the difference between an employee's pre-service regular pay and the employee's military base pay when the regular pay is the higher of the two. In cases where the military base pay is higher than the employee's regular pay, no differential will be paid.
2. Health insurance and any other benefits that the employee was receiving at the time of mobilization will continue during this leave period as well.
3. Employees mobilized by order of the President must submit copies of the orders and documentation of military base salary prior to deployment, if possible.

Leave Due to Annual Training

In accordance with the Military Leave of Absence Act (5 ILCS 325/1), full-time employees who are members of any reserve component of the United States Armed Forces or Illinois State Militia are entitled to leave and full pay to attend annual training. The employee's seniority and other benefits shall continue to accrue during this leave period. Part-time employees are provided leave but will not receive pay.

Leave Due to Basic Training

Full-time employees who are members of the aforementioned Military Services are entitled to leave and to differential pay to attend basic training. The employee's seniority and other benefits shall continue to accrue. Part-time employees are granted leave but no pay to attend basic training.

Procedures for Differential Pay and Benefit Continuation

Differential pay will be paid to the employee in the form of a 1099. Differential payments are not subject to FUTA, FICA or income taxes. In accordance with the Public Employee Armed Services Rights Act (5 ILCS 330/1), vacation and sick time will continue to accrue while the employee is on leave. Any benefits the employee had before taking leave are preserved as well. Health insurance premiums may be deducted from the differential payments. In the event there is no deduction made for health insurance premiums, the employee is responsible for remitting payment to the City for monthly premiums.

Procedures for Reporting Back to Work

In accordance with the Uniformed Services Employment and Reemployment Act (USERRA), employees must adhere to the following procedures in reporting back to work after the military assignment is completed:

Service of 1 - 30 days: The employee must report to work on the next scheduled work day following completion of service, safe travel home from the military duty location, and an eight (8) hour rest period.

Service of 31 – 180 days: The employee must request reinstatement no later than fourteen (14) days after completion of the military service.

Service of 181 or more days: The employee must request reinstatement no later than ninety (90) days after completion of the military service.

The City reserves the right to request documentation for military leaves of absence in excess of thirty-one (31) days. If the employee fails to report to work or request reinstatement within the required time limits, he may be subject to the City's unexcused absences procedure.

8.11 FAMILY MILITARY LEAVE

In accordance with the Family Military Leave Act (820 ILCS151/1), the City will grant up to thirty (30) days of unpaid leave to the spouse or parents of a soldier called to active military duty for more than thirty (30) days. The City will require certification from the proper military authority to verify employee eligibility for family military leave.

Family military leave is unpaid. Before taking unpaid family military leave, employees must exhaust all accrued vacation leave, personal leave, compensatory leave, and any other applicable leave, except sick leave and disability. During unpaid family military leave, employees may continue their benefits at the expense of the employee.

Employees who take family military leave will be reinstated to the same position or a position with the same seniority, status, benefits, pay and other terms and conditions of employment. The City is not required to reinstate employees if they are not reinstated because of conditions that are not related to taking family military leave.

The City will not interfere with, restrain, or deny employees' rights to family military leave. The City will not discipline, or in any manner discriminate against employees who take family military leave.

Employees must give the City at least fourteen (14) days' notice of the date they intend to start taking family military leave of five (5) or more consecutive work days. To the extent possible, employees must consult with the City to schedule the leave so as to not unduly disrupt the City's operations. Employees taking family military leave of less than five (5) consecutive days must give the City as much advanced notice as practicable.

8.12 VICTIMS' ECONOMIC SECURITY AND SAFETY ACT (VESSA)

In accordance with the Illinois Victims' Economic Security and Safety Act (820 ILCS 180/1), known as VESSA, an employee is entitled to up to twelve (12) weeks of unpaid leave per year, and/or reasonable accommodation for one of the following reasons:

- To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic, sexual, or gender violence to the employee or an employee's family or household member; or
- To obtain services from a victim services organization for the employee or an employee's family or household member; or
- To obtain psychological or other counseling for the employee or an employee's family or household member; or
- To participate in safety planning, temporarily or permanently relocating or taking other actions to increase the safety of the employee, or an employee's family or household member from future domestic or sexual violence or to ensure economic security; or
- To seek legal assistance or remedies to ensure the health and safety of the employee or an employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

An eligible employee is entitled to up to twelve (12) work weeks of unpaid leave during a rolling twelve (12) month period from the date of occurrence. Said leave may be taken on an intermittent or reduced work schedule basis. VESSA leave will run independent of any other applicable leave. For instance, leave taken under VESSA which also qualifies under FMLA, will be exclusively considered VESSA leave. Likewise, absences for which an employee receives short term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

Employees can substitute, or the City may require substitution of, available paid vacation, sick, personal or similar leave for unpaid VESSA leave as is appropriate for the employee's situation. Such paid leave must be taken in accordance with the terms of this manual. The substitution of paid leave for unpaid leave under VESSA does not extend the twelve (12) week leave period. In the event there is no deduction made for health insurance premiums, the employee is responsible for remitting payment to the City for monthly premiums.

The employee is required to provide the City with at least forty-eight (48) hours advanced notice, if possible, of his intention to take a VESSA leave. If employees

are unable to provide advanced notice, they must provide notice when they are able to do so within a reasonable period of time. Failure to provide the required notice may result in treatment of the absences as unexcused.

Employees are required to submit a certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that a leave is needed for one of the listed VESSA purposes.

Definitions

Domestic Violence means domestic abuse, sexual assault, or stalking.

Gender Violence means acts or credible threats of violence or aggression that are taken, even in part, based on an individual's actual or perceived sex or gender, and physical intrusions or invasions of a sexual nature under coercive conditions, or credible threats of the same.

Family or Household Member, means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

Parent means the biological parent of an employee or an individual who stood in loco parentis to an employee when the employee was a child.

Son or daughter means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under eighteen (18) years of age, or is eighteen (18) years of age or older and incapable of self-care because of a mental or physical disability.

VESSA Certification may be satisfied by a sworn statement from the employee and other corroborating evidence (police or court record, documentation from a victim service organization, attorney, clergy or medical professional), once received by the employee.

Insurance Payments

While on VESSA leave, the employee and the City shall continue to pay for their proportionate share of the City's group health, dental, and vision coverage, if the employee is enrolled in said plans at the time VESSA leave starts. Failure of the employee to make his proportionate health and dental insurance payments may result in cessation of coverage for the employee. The City can recover the cost of any premiums paid on behalf of employees on VESSA leave who fail to return to work after exhausting their leave, unless the continuation, recurrence or onset of domestic or sexual violence or an event beyond the employee's control prevents their return.

Confidentiality

All information provided to the City shall be retained in the strictest confidence, except to the extent that disclosure is requested or consented to in writing by the employee or otherwise required by applicable Federal or State law.

Accruals

During a VESSA leave, pension service will continue to accrue in certain circumstances; however, no sick, vacation, personal, holiday leave benefits, or seniority benefits will be accrued by the employee during an unpaid leave. Employees remain entitled to their benefit time that accrued prior to the leave.

Employee Status After VESSA Leave

If an employee wishes to return to work at the expiration of his leave, the employee is entitled to return to the same position or to an equivalent position with equal pay, benefits, and other terms and conditions of employment. If an employee takes leave because of his own medical condition, the employee is required to provide medical certification that the employee is fit to resume work.

Reasonable Accommodations

The City supports the Victims' Economic Security and Safety Act and will attempt to provide reasonable accommodations for people who are entitled to protection under this Act in a timely fashion, unless such accommodations would present an undue hardship for the City.

Reasonable accommodation applies to applicants and employees who are otherwise qualified individuals and may include adjustment to a job structure, workplace facility, or work requirement, transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, implementation of a safety procedure or assistance in documenting domestic or sexual violence that occurs at the workplace or in work-related settings, in response to actual or threatened domestic or sexual violence.

A qualified individual is an individual who, but for being a victim of domestic or sexual violence or with a family or household member who is a victim of domestic or sexual violence, can perform the essential functions of the employment position that such individual holds or desires.

Should an employee or applicant wish to request a reasonable accommodation pursuant to this policy, the person should contact the Personnel Officer in writing.

8.13 SCHOOL VISITATION LEAVE

An employee is eligible for an unpaid leave of up to eight (8) hours during any school year and no more than four (4) hours on any given day to attend school conferences, or classroom activities of their children in accordance with the School Visitation Rights Act (820 ILCS 147/1, et seq.), after providing sufficient notice to his supervisor.

8.14 LOCAL GOVERNMENT DISASTER SERVICE VOLUNTEER ACT

In accordance with the Local Government Disaster Service Volunteer Act (50 ILCS 122), the City may grant leave to an eligible employee from his work with pay for not more than twenty (20) working days in any twelve (12) month period to participate in specialized disaster relief services for the American Red Cross or for the Illinois Emergency Management Agency, as the case may be, upon request of the American Red Cross or the Illinois Emergency Management Agency for the services of that employee and upon the approval of the Personnel Officer, without loss of seniority, pay, vacation time, personal days, sick time or earned overtime accumulation. The City will compensate an employee granted leave under this Section at his regular rate of pay for those regular work hours during which the employee is absent from work (minus the amount of any pay for disaster service work received from any other organization). Leave under this Act shall not be unreasonably denied for services related to a disaster within the United States or its territories.

8.15 VOTING LEAVE

In accordance with the Illinois Election Code (10 ILCS 5/17-15), an employee will be permitted up to two (2) hours of paid leave for voting purposes during a general or special election, unless the employee has time to vote before or after work while the polls are open. Such leave will be granted only if the employee's normal work schedule begins less than two (2) hours after the opening of the polls and ends less than two (2) hours before the closing of the polls. Employees should notify their supervisors at least one (1) day in advance of the absence. The supervisor may specify the hours during which the employee may be excused with pay to vote.

8.16 BLOOD DONATION LEAVE

In accordance with the Employee Blood Donation Leave Act (820 ILCS 149/1), employees may be granted up to one (1) hour of paid leave every fifty-six (56) days to donate blood. The employee must have his time off approved by his supervisor in advance and provide verification of the donation upon request.

8.17 WORKERS' COMPENSATION

Employees may be entitled to receive workers' compensation disability benefits when they lose time from work as a result of a work related injury or illness in accordance with the Illinois Workers' Compensation and Workers' Occupational Diseases Act (820 ILCS 305) or the Public Employee Disability Act (5 ILCS 345), as applicable and with the understanding that not all injuries are compensable under said Acts. Established herein are the general guidelines to be used to administer workers' compensation disability benefits.

Reporting Requirements

Employees are required to promptly report any accident, injury, or illness that is incurred or contracted at work to their immediate supervisor; on the day the injury is incurred or the illness is contracted, in writing using an Employee Incident Report (employee statement). This is mandatory regardless of whether the injury results in lost work time or requires medical attention. Failure to promptly report can result in a delay or denial of benefits.

Upon receipt of the Employee Incident Report, the supervisor shall conduct a thorough investigation and complete and forward a Supervisor's Injury Report (supervisor's report) and Employer's First Report of Injury (Form 45) to the Personnel Officer within three (3) working days of the injury.

Upon determining an employee will lose three (3) or more scheduled work days, the Personnel Officer shall complete a Workers' Compensation Wage Statement.

The Personnel Officer will forward the Wage Statement to the CCMSI for calculation of the hourly temporary total disability (TTD) benefit amount.

Benefits

Regular Full-Time Law Enforcement Officers

- a) The Public Employee Disability Act (PEDA) provides that regular full-time law enforcement officers who suffer an injury in the line of duty continue to be compensated at one hundred percent (100%) of their regular rate of pay for up to one (1) year due to a compensable work related injury. This compensation is subject to Police Pension contributions.
- b) During the first twelve (12) months after a full-time law enforcement officer suffers an injury in the line of duty, and is compensated at one hundred percent (100%) of his regular rate of pay, the employee will receive one hundred percent (100%) holiday pay. Sick leave and vacation leave will continue to accrue during the first twelve (12) months while on a duty related disability leave.

- c) After twelve (12) months, if the employee does not supplement his pay, when a holiday occurs the employee will receive workers' compensation payments. These payments will have the effect of paying the employee for two-thirds (2/3) of any holiday that occurs during the pay period. Further, by virtue of supplementing, the employee will receive the other one-third (1/3) pay for any holiday that occurs during that pay period.

All Other Employees

- a) The Workers' Compensation Act provides that employees with a compensable work related injury continue to be compensated at a rate of pay equal to sixty-six and two-thirds percent (66-2/3%) of their gross average weekly wage based on wages during the year before the injury. Said compensation is paid only after the loss of three (3) scheduled work days resulting from a work related injury.
- b) The Workers' Compensation Act does not require the City to pay Total Temporary Disability (TTD) benefits for the first three (3) scheduled work days lost (need not to be consecutive days) due to a work related injury unless the work related injury continues for fourteen (14) or more calendar days.

Employee Responsibilities

- a) All employees are expected to promptly report any accident, injury, or illness that is incurred or contracted at work to their immediate supervisor; on the day the injury is incurred or the illness is contracted and in writing using an Employee Incident Report.
- b) Maintain weekly verbal contact with their immediate supervisor and/or the Personnel Officer while on work related injury leave and following every medical exam.
- c) Arrive promptly for all scheduled exam/therapy sessions and to schedule all subsequent medical visits so as not to cause any unnecessary delay in medical treatment/progress.
- d) Provide the Personnel Officer with a phone number where he can be reached during business hours and to promptly return calls.

Transitional Duty

A Transitional Duty program may be valuable in the rehabilitation of injured employees and may potentially reduce workers' compensation costs. The purpose of establishing a Transitional Duty program is to provide temporary work for employees who are temporarily disabled and cannot be assigned to regular

work duties but are able to perform another types of production work. The duties to be performed by the employee will consist of bona fide work that will be limited in duration and is intended for employees who are expected to return to full duty in the near future. The City is not obligated to provide Transitional Duty assignments.

Medical Examinations

The City may require, at its expense, the employee be examined by a qualified physician and/or another appropriate medical professional selected by the City to determine an employee's fitness for duty or fitness to return to duty following a layoff, injury, or illness. The employee may be asked to attend such appointments while he is on leave or while he is working a transitional duty assignment. The foregoing requirement shall be in addition to any requirement that an employee provides, at his own expense, a statement from his own physician upon returning from sick leave, Family Medical Leave, a medically related personal leave or from an on-the-job injury leave.

SECTION 9 SAFETY & EQUIPMENT USE

9.1 SAFETY

Employees shall abide by all safety directives contained within Department Policies, and as issued orally or in writing by their supervisors. These directives may pertain to the safe and proper method for operating vehicles and equipment, utilizing City facilities and safety gear, and other safe work practices. Failure to proceed or act in a safe manner, and thereby causing danger to oneself, other employees, or City property shall be cause for disciplinary action up to and including termination. Unsafe working conditions, injuries or damage to equipment or property, regardless of cause, must be reported immediately by employees in accordance with established procedures to their immediate supervisor or Department Head.

9.2 CITY VEHICLES, EQUIPMENT & FACILITIES

On Duty

All vehicles, equipment, and facilities shall be utilized appropriately, safely, and in a manner that will not damage any particular item. Any willful negligence or avoidable accident resulting in damage to City property may be cause for disciplinary action. Vehicles, equipment, and facilities shall only be used for City business and activities, or as authorized by the City Administrator, or by the conditions of an individual City employment agreement. These shall not generally be used for personal errands or other personal reasons. Only City employees shall ride as passengers in City vehicles or use City equipment or facilities except as may be necessary in carrying out City business or as specifically approved by the City Administrator, or as authorized by the Department Head.

Off Duty

There shall be no use of City vehicles, equipment or facilities during off duty hours. The only exception to this rule is the granting of City vehicles to employees for the purposes of conducting City business when such arises or by the conditions of an individual City employment agreement. When a vehicle is in the possession of an employee during off duty hours, it shall be used for City business when the need arises. It shall not be used for personal errands or other activities, except for personal errands on the way to and back from work (provided this time is not compensated). No other passengers besides the authorized employee(s) shall use the vehicle during such hours.

Accidents

Any damage resulting to City vehicles, equipment, and/or facilities shall be reported immediately, but in no event later than the end of the work shift, to the employee's supervisor who shall submit a written report to the Personnel Officer. Damage to a City vehicle shall also be reported to the Police Department.

9.3 PHYSICAL & PSYCHOLOGICAL FITNESS FOR DUTY

When the City has reasonable suspicion to believe an employee is unfit to continue working in his assigned position, the City may require any employee to undergo physical, medical and/or psychological examinations to be performed by an independent medical examiner or psychologist to establish the fitness of the individual to continue work within his assigned position, with said cost being the City's responsibility and in accordance with applicable law. Upon advice of the independent medical examiner, the City may impose a health maintenance program, as a condition of continued employment, with said cost being the employee's responsibility, to the extent not covered by his insurance.

9.4 SUBSTANCE ABUSE POLICIES

Substance abuse by City employees creates an unacceptably dangerous work environment, results in unproductive work days, sick leave abuse, and generally creates a risk to the safety and well-being of all employees and the residents the City serves. The City also believes the residents of our community are entitled to expect employees who serve them obey the law, are reasonably fit, healthy, and free from the effects of substance abuse.

The City has established a Code of Conduct, Section 5.2 (I), regarding substance abuse. Screening and treatment programs exist for employees and potential employees of the City in addition to all Commercial Driver's License (CDL) drug and alcohol testing policy requirements.

9.5 WORKPLACE VIOLENCE

The City will make every reasonable effort to provide a safe working environment for all employees and for all persons who conduct business with the City. Any employee that has experienced or witnessed an act of violence, or a threat of such, in a City workplace is to immediately advise his supervisor and/or the Personnel Officer. Violence is defined as, but not limited to, the following:

- a) Any physical behavior that involves pushing, fighting, spitting, kicking, squeezing, pinching, scratching, twisting, biting, throwing objects or intentional behavior that would injure another or attempt to injure another.

- b) Any verbal communication which involves threatening physical harm, either directly or implicitly through direct threats, veiled threats, conditional threats, or written, telephonic, or electronic threats.
- c) Any physical or verbal behavior that would involve intimidation such as stalking, surveillance, criminal damage to property or communicating an endorsement of the inappropriate use of firearms or weapons.

The City does not tolerate workplace violence. Threats, threatening language or any other acts of aggression or violence made toward or by any City employee will not be tolerated.

Employees who violate this policy will be disciplined according to the severity of the incident. Discipline will be issued based on the need to effectively correct the inappropriate conduct, up to and including termination.

The City's prohibition against threats and acts of violence applies to all persons involved in City operations, including but not limited to employees, volunteers, contract workers, temporary workers and anyone else on City property.

9.6 WEAPON FREE WORKPLACE POLICY

To ensure the City maintains a workplace safe and free of violence for all employees, the City prohibits the possession or use of dangerous weapons on City property or while conducting City business. The only exception to this policy is weapons properly carried and appropriately used by sworn law enforcement personnel and cutting instruments, i.e., knives, etc., used by employees in the normal course of business. Any employee in violation of this policy will be subject to prompt disciplinary action, up to and including termination. All City employees are subject to this provision, including volunteers, contract and temporary employees.

"City property" is defined as all City owned and leased buildings and their contents and surrounding areas such as sidewalks and walkways under the City's ownership or control and work sites where City employees are engaged. This policy applies to all City owned or leased vehicles.

"Dangerous weapons" include but are not limited to, firearms, explosives and other weapons or devices that might be considered dangerous or that could cause harm. Employees are responsible for making sure that any item possessed by the employee is not prohibited by this policy.

9.7 SEARCH, INSPECTION, AND INVESTIGATION

It is the City's policy, when deemed necessary by the Personnel Officer or designee, for authorized persons to search and inspect both City property in use

by an employee (i.e., locker, work area and/or vehicle) and personal items, including vehicles, brought onto City property. Refusal to cooperate in a search, inspection, or investigation may result in disciplinary action up to and including termination. The City will conduct searches, inspections and investigations consistent with applicable laws. It is City policy that no employee has a reasonable expectation of privacy regarding the use of any City owned locker, vehicle, or other work area.

SECTION 10 TRAINING & DEVELOPMENT

10.1 TRAINING AND DEVELOPMENT

The City, in an effort to advance the skills and professionalism of its staff, encourages employees to pursue both individual and professional development opportunities. The City and various departments within the City, offer periodic in-service training opportunities, as well as outside training. Employee growth and development are key to the success of the City's service delivery and is expected of every employee. Furthermore, employees are encouraged to enhance their job related knowledge and skills and to remain aware of best practices in their respective fields by pursuing formal training opportunities and by joining professional associations.

Funding for training and development is subject to annual budget amounts established for such purposes. Bargaining unit employees should consult the applicable union contract for more details on employee development opportunities.

The City's Employee Development Program may include:

- a) certification exams, exam preparation courses, and related materials;
- b) certificates and credentials;
- c) courses offered by an accredited institution, including e-learning;
- d) workshops, seminars, and conferences;
- e) membership in professional organizations;
- f) business journal subscriptions.

10.2 SEMINAR/CONFERENCE ATTENDANCE

The City may pay for expenses for attending a seminar/conference for regular full-time employees. This permits attendance at certain job-related seminars and conferences.

The following are general eligibility guidelines that will be considered by the Department Head when reviewing requests to attend seminars or conferences:

1. The seminar(s) or conference(s) selected must be directly related to the employee's present position, or work that he may reasonably be expected to perform for the City in the future.

2. All seminar(s) or conference(s) must be approved by the Department Head, in advance of registration. Approval for Department Heads must be obtained by the City Administrator. Decisions on out-of-state seminars and conferences are made during the annual budget process.
3. Eligible employees are those employees who have a satisfactory work record.

Prior to making any travel arrangements, an employee must complete and submit to the Department Head the Request to Travel on City Business Form. This form is used for both approval of the travel, as well as for advance payment of certain expenses such as registration and lodging confirmation. All travel and attendance at seminars and conferences must be approved by the City Administrator and is subject to the availability of funds in the annual budget.

Registration and training fees will normally be paid directly by the City. Requests should be submitted with sufficient documentation detailing the event and costs involved with sufficient time to generate the required payment. Employees must complete a City purchase order prior to the seminar/conference to estimate the costs and request an advance. The completed purchase order should be submitted to the Department Head for approval and forwarded to the Finance Department.

The City will issue an advance for reasonable expenses set forth on the City Purchase Order. After an employee returns from a seminar, conference, or other training, he should complete the Travel and Expense Report and City Purchase Order form to itemize the actual costs within five (5) business days. If the actual expenses incurred for attendance at the seminar/conference exceed the advance, the reasonable expenses will be reimbursed. If actual expenses are less than the advance, the employee will return any unused portion of the advance.

10.3 TYPES OF EXPENSES

Transportation

When practical, a City vehicle should be used as the first option for transportation. Travel should be by the most economical mode available, with consideration given to travel time, cost, and work requirements. The cost of transportation to the site of the event and return is reimbursable if a personal vehicle is used. Reimbursement for using personal vehicles shall be calculated on a mileage basis as set forth by current IRS guidelines. If two (2) or more employees will be attending the same meeting, they are encouraged to minimize expenditures by carpooling.

Accommodations/Lodging

Every effort must be made to obtain arrangements at a hotel/motel honoring the 'government rate' or honoring the 'conference/seminar rate'. Employees must be conservative when expending City funds by contacting a reasonable number of hotels/motels to obtain the most economical rates.

Meals

Meals during the events that are not made available as a part of the registration fees are reimbursable. Meals while traveling, the day before or following the day in which the last official function is held may be reimbursable with prior approval. Employees are encouraged to attend all functions for which meals are provided as a part of the registration fee. Only meals occurring during work or travel time are eligible for per diem reimbursement.

The per diem schedule for breakfast, lunch and dinner is as follows:

Breakfast	\$10
Lunch	\$15
Dinner	\$25

When travel is required to a part of the country where the listed per diem rates may not be sufficient, the City Administrator may grant exception to this policy. Prior approval is required and receipts must be submitted with Travel and Expense Report. Failure to do so may result in reimbursement ineligibility.

Miscellaneous Expenses

Reasonable miscellaneous expenses such as taxi fares, parking, tolls, tips, etc. are generally reimbursable. Some expenses for the day immediately preceding the first official function and the day following the day in which the last function is held may be reimbursable with the approval of the Department Head.

Non-reimbursable expenses

Some travel expenses are not reimbursable. Some examples of non-reimbursable expenses include:

- a) Alcoholic beverages
- b) Entertainment

- c) Early check-in or late check-out charges, unless appropriate circumstance exist and are pre-approved by the Department Head.
- d) Parking tickets or traffic tickets
- e) Pay per view movies
- f) Expenses incurred by a spouse, dependents and/or additional guests
- g) Any non-work related charges

Following an employee's return to work, the employee shall itemize expenses as required on the Travel and Expense Report. Completed purchase orders and Travel and Expense Reports must be submitted to the employee's Department Head within five (5) business days after the employee's return to work. All receipts must be submitted with the Travel and Expense Report including documentary evidence for expenses such as taxis and parking. When two (2) or more employees on City business jointly incur expenses, each participant, when practical, will pay and report individual expenses. Where this is not practical, the employee requesting reimbursement shall list the names or identify the group of other employees for who expenses being reported have been incurred. If certain required receipts are not available, a statement signed by the employee documenting the amounts paid may be acceptable.

10.4 TUITION REIMBURSEMENT

The City supports employees who wish to continue their education in order to secure increased responsibility and growth in their professional careers with the City of Crest Hill. This growth can include continuing education courses, certification programs, completion of a GED, and any professional and technical education. In keeping with this philosophy, the City has established reimbursement for educational expenses incurred through various approved institutions of learning.

Any regular full-time employee who has been continuously employed for six (6) months or more (unless directed by the City) who enrolls in a job related course of study at an accredited junior college, college or university within the State of Illinois (or through an accredited online college or university program, whether in-state or out-of-state) may qualify to have the tuition and academic fees (including books) reimbursed by the City. The employee does not need to be registered in a degree program to be eligible for this benefit. Prior written approval must be obtained from the employee's Department Head and the

Personnel Officer for each such course or program of study. The Department Head and the Personnel Officer have complete discretion in determining whether the course(s) is sufficiently related to the employee's work and would improve his performance to justify the tuition reimbursement. The Department Head and the Personnel Officer have the discretion to determine the number of courses that will be taken during any given period. Employees should provide a list of courses and estimated expenses during the preparation of the budget.

Because it is in the City's interests to ensure the employee receives maximum benefit from any such courses taken, tuition reimbursement will be paid at 100% only if the employee receives a Grade "A" or "B". Grade "C" or a "Pass" grade in a Pass/Fail course will be paid at 75%. The employee is responsible for paying the educational expenses upfront. All reimbursements will be made upon proof of payment and submission of the certified transcript of the grade. Any reimbursement paid under this program will be offset by Federal/State financial aid, scholarships, grants, etc. In addition, the employee must be actively employed at the time of reimbursement.

Employees who voluntarily terminate employment, or are terminated for cause will be required to refund the City the reimbursement they received on the following basis:

- a) Prior to one (1) year from the date of reimbursement, one hundred percent (100%) of the amount reimbursed.
- b) After one (1) year but prior to two (2) years from the date of reimbursement, seventy-five (75%) of the amount reimbursed.
- c) After two (2) years but prior to three (3) years from the date of reimbursement, fifty percent (50%) of the amount reimbursed.
- d) After three (3) years from the date of reimbursement (zero percent) 0% of the amount reimbursed.

Union employees will follow applicable provisions contained in the collective bargaining agreements.

SECTION 11 COMMUNICATIONS

11.1 OPEN DOOR POLICY

Open communication between management and employees is an important philosophy of the City. The City believes employees should have a method to express their concerns, ideas and suggestions and an avenue to receive information on matters relating to their employment. When issues cannot be resolved through discussions with the immediate supervisor, employees are encouraged to speak to the next level of supervision or the Personnel Officer. If at any time an employee feels that the situation has not been satisfactorily resolved, the employee may contact the Personnel Officer.

11.2 SOLICITATION

Employees are prohibited from soliciting on behalf of for-profit organizations anytime during the City's hours of operation. Soliciting by employees for non-profit organizations is prohibited during the working time of the employee who is soliciting and employee being solicited in any work area. This shall include canvassing, collection of funds, pledges, circulating petitions, solicitation of members, or any similar type of activity. "Working time" means the time when the employee actually is scheduled to work as opposed to his mealtime, breaks, and before and after work.

Employees are prohibited from distributing hard copy and electronic literature, including but not limited to handbills, leaflets, circulars and other similar matter at any time in any work area. Solicitation and distribution is also prohibited in any work area where the public has access for the purpose of transacting business related to the City government, even if during non-working time.

Solicitation and distribution by non-employees are prohibited at all times on City property not open to the public or only open to the public for the purposes of conducting business with the City.

11.3 DONATIONS FOR CHARITABLE CAUSES AND ORGANIZATIONS

No employee shall be required or pressured to donate funds to any charitable cause or charitable organization as a function of that person's employment with the City. Employees may voluntarily donate monies to charitable organizations either directly or through the City as provided by State statute, law, administrative determination, or by ruling of a court or tribunal of competent jurisdiction.

Employees may solicit voluntary donations where a member of the family of a fellow worker has passed away, milestone events, or for similar cause, provided

such solicitation efforts are conducted indirectly (pass the envelope), and provided such efforts are conducted in conformity with the provisions set forth above concerning the time and place for solicitations or request for donations. In general, voluntary collections as a tribute to a fellow worker or to a member of the worker's family should be limited to the death or serious injury or illness of the employee or the employee's spouse, child or other member of the employee's household.

11.4 BULLETIN BOARDS

The posting of written solicitations on City bulletin boards is restricted. These bulletin boards display important information and employees should consult them frequently for employee announcements, internal memoranda, and job openings.

All proposed postings must be submitted and approved, in advance by the Personnel Officer.

11.5 TECHNOLOGY RESOURCE POLICY

The City provides technology resources to its employees to assist them in performing their duties. These resources are to be used properly and professionally and include electronic networks and communication tools including:

- a) Desktop, laptop, and tablet computers
- b) Servers, networks, and printers
- c) Software
- d) Telephone, cellular phone, and voicemail
- e) Internet use and email
- f) Facsimile machines, scanners, and photocopiers.

Use of the City's technology resources is a privilege, and not a right. These policies and procedures cover computer and network security, electronic mail usage, Internet usage and the relationship of non-City owned computer equipment to the use of and connection to the City's system. Violations of the Technology Resource Policy will result in disciplinary action up to and including termination.

Technology resources must never be used to threaten, intimidate or intentionally embarrass another person. Employees may not send, receive, post or view images which contain nudity or are of a suggestive nature. Technology resources should not be used to disparage a person or group based on any protected status of that group or in any matter which could reasonably be considered to harass any individual or group. The City's technology resources may not be used for any personal commercial venture.

Employees should be aware that records of electronic communications on City technology resources are City-owned, with a limited expectation of privacy, and may be considered public information subject to disclosure under the Freedom of Information Act (FOIA) including; telephone numbers called, length and date of call, emails, text messages, voicemails, and any other digital files recorded using City technology. Additionally, communications transacted on personal devices pertaining to the transaction of public business may also be subject to disclosure under FOIA.

11.6 SOCIAL MEDIA

The City recognizes employees have the right to express themselves online, and this policy is not meant to create arbitrary rules for social media usage, or curtail any rights to freedom of speech. As an employer, however, it is appropriate to establish codes of conduct and reasonable expectations that should be applied to such communication activities when those expressions may have consequences to the City of Crest Hill, its employees and/or the community that City of Crest Hill employees represent. Positions funded by taxpayer dollars are subject to greater scrutiny, and therefore must be held to higher standards of behavior, than those in private sector organizations. The global accessibility of internet communication makes representations related to the City of Crest Hill even more important to monitor and protect.

Social media is defined as: Blogs, other types of self-published online journals, responses to online newspaper periodical articles and collaborative Web-based discussion forums including, but not limited to, LinkedIn, Facebook, Snapchat, Instagram, Twitter, and YouTube.

Rules and Guidelines

The following rules and guidelines apply to the use of social media, whether such use is for the City of Crest Hill on City time, for personal use during non-work time, outside the workplace or during working time while using City owned equipment. These rules and guidelines apply to all employees.

1. Employees are prohibited from discussing confidential, work-related matters through the use of social media. This includes

residents' home addresses and other personal information, strategic planning, customer lists, financial information, business contracts and other proprietary and/or nonpublic business information. This does not include discussions relating to conditions of employment.

2. Employees cannot use social media to engage in conduct that would violate the City's Harassment, Discrimination and Retaliation Prevention and EEO policies.
3. Employee cannot make statements which are slanderous or detrimental to the City, its employees, residents, customers, clients, vendors, elected officials, suppliers, any organizations associated or doing business with the City, or any member of the public, including website visitors who post comments. A statement will be viewed as "detrimental" to the City of Crest Hill if that statement interferes with or compromises the City's ability to conduct its business or brings the City's name or image into disrepute.
4. Employees should abide by the City's Technology Resource Policy concerning personal use of the City's computer system and related equipment.
5. Employees who utilize social media and choose to identify themselves as employees of the City of Crest Hill must make it clear that they are not speaking on behalf of the City. Employees are strongly encouraged to state explicitly, clearly and in a prominent place on the site that their views are their own and not those of the City of Crest Hill or of any person or organization affiliated or doing business with the City of Crest Hill. Additionally, the City responds to the news media only through designated spokespersons.
6. Employees must respect copyright and other intellectual property laws and show respect for laws governing copyright, fair use of copyrighted material owned by others, trademarks and other intellectual property.
7. Employees cannot post the City of Crest Hill's logo or any other representation of the City of Crest Hill, such as uniforms, equipment or badges without the express permission of the City for commercial purposes.

8. Employees cannot post photographs of work-related events, accident scenes, crime scenes, or City employees engaged in the City of Crest Hill's business, unless employees have received the City's explicit permission from the Personnel Officer.
9. Employees cannot advertise or sell City owned products or services through social media.

Employee Conduct

Employees should be aware that their private communications on any social media site that are inconsistent with their obligations set forth in the Employee Handbook, may be considered in any performance review or other employment action. Employees should have no expectation of privacy while using City equipment or technology resources and facilities for any purpose, including the use of social media.

The City reserves the right to monitor and review the use of the City's technology resources and to block content that violates the City's rules and guidelines. The City also utilizes internet filtering software to regulate, track, and report internet activity.

All City social media sites are subject to the Illinois Local Records Act, the Freedom of Information Act and e-discovery laws and therefore, content must be able to be managed, stored, and retrieved to comply with these laws.

The City will investigate and respond to all reports of violations of the City's rules and guidelines or related City policies. Employees are urged to report any violations of this policy to the Personnel Officer. A violation of this policy may result in disciplinary action up to and including termination.

11.7 TELEPHONE, CELLULAR PHONE, VOICEMAIL & FAX USAGE

Telephone systems and all information transmitted, received or stored in these systems are the property of the City and are to be used for business purposes only. Any personal use should be minimal.

Voicemail, fax and text messages are neither personal nor private communications. The City reserves the right to monitor, log and listen to voicemail or intercept and read fax or text messages. Voicemail, fax and text messages should not be used to send any discriminatory, harassing, sexually oriented or otherwise inappropriate messages. City policy prohibits discrimination, harassment, and retaliation and this policy applies to voicemail, fax, and text messages.

While personal phone calls are not prohibited, their frequency, duration and volume should not interfere with the work environment or distract fellow employees. Abuse of this privilege may lead to disciplinary action up to and including termination.

11.8 CITY ISSUED EQUIPMENT

Where job or business needs demand, the City may issue cellular phones and laptop computers to certain employees for work related communications and to conduct business remotely. Employees in possession of City issued equipment are expected to protect them from being lost, stolen, or damaged. Failure to do so may result in discipline up to and including termination and payment to the City for the cost of replacing the stolen, damaged, or lost item.

As with any equipment, it is important to keep safety in mind when using a cellular telephone. Employees are expected to abide by State and local laws with regard to using a cellular phone while operating a motor vehicle including the use of Bluetooth technology or 'hands free' driving while talking on a cellular telephone.

In addition, employees are prohibited from conducting or performing any of the following actions (when the vehicle is in motion) while operating a City owned or operating any vehicle on authorized City business:

- a) Any form of texting (preparing, sending or reading)
- b) E-mailing (preparing, sending or reading)
- c) Accessing and using the Internet

The City is not responsible for tickets received by employees who are not abiding by State and local laws with regards to the use of cellular phones while operating a motor vehicle.

11.9 MEDIA INQUIRIES

Employees shall obtain permission from their Department Head prior to filling speaking engagements or publishing articles as an official representative of the City. In addition, no employee shall act as a correspondent to a newspaper or periodical, nor shall he discuss publicly or for publication matters pertaining to departmental personnel procedures or policies without the prior approval of the City Administrator.

SECTION 12 EMPLOYEE SEPARATION

12.1 GENERAL POLICY

Termination of employment with the City can arise from a variety of circumstances involving certain action on the part of the employee, the City or both. Therefore, termination of employment may be voluntary or involuntary. Depending on the type of termination, procedures will vary.

12.2 SERVICE RETIREMENT

Service Retirement is voluntary termination after having satisfied the age and length of employment requirements to immediately begin collecting a pension under the Illinois Municipal Retirement Fund (IMRF) or the Police Pension Fund.

12.3 EMPLOYEE INITIATED RESIGNATION

An Employee Initiated Resignation is voluntary termination of employment for any reason other than formal retirement. An employee wishing to leave the City in good standing shall provide a written resignation to his immediate supervisor at least fourteen (14) calendar days prior to the effective date of resignation when possible. The resignation shall include the reason for leaving as well as the proposed effective date. A two (2) week notice is understood to mean the resigning employee will be available for work during this time to aid in the training of his replacement. Failure to give a two (2) week notice may be considered a resignation not in good standing.

12.4 DISABILITY RETIREMENT

Disability Retirement is voluntary termination necessitated by an injury or illness, which renders the employee incapable of performing his usual job. Action may be initiated by the employee, his legal representative, or the City, but in all cases must be supported by medical evidence, acceptable to the Personnel Officer. The City may require an examination at its expense and performed by a physician of its choice. Police Officer disability shall be determined by the Crest Hill Police Pension Board as defined by State statutes.

12.5 DISCHARGE

Discharge is termination of an employee by the City. Refer to Section 5.4 – Progressive Discipline.

12.6 LAYOFF

Layoff is termination of an employee by the City for lack of work, lack of funds or other changes that have taken place. The Personnel Officer in determining the layoff sequence shall take seniority and performance into consideration, but seniority shall not be the sole governing factor. The layoff and recall of full-time sworn Police Officers or full-time Local 150 employees will follow applicable provisions contained in the respective collective bargaining agreements.

12.7 RECALL

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the order that best fulfills the City's needs.

An employee on layoff must keep the City informed of the address and telephone number where he can be contacted. If the City is unable to contact the employee within seven (7) calendar days, the City's obligation to recall the employee ceases. The City shall have no obligation to recall the employee after he has been on continuous layoff for a period which exceeds one (1) year. Should an employee not return to work when recalled, the City shall have no further obligation to recall the employee.

12.8 JOB ABANDONMENT

Employees who fail to report to work or contact their supervisor for three (3) consecutive work days may be considered to have abandoned the job without notice effective at the end of their normal shift on the third day. The Department Head shall notify the Personnel Officer at the expiration of the third work day and may initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

12.9 RELEASE

Release is the end of temporary or seasonal employment.

12.10 FURLOUGH/REDUCTION IN PAY

The City may institute at its discretion a reduction in the amount of employee work hours and/or pay which may typically, but is not limited to, occur as a response to unfavorable economic conditions or as a result of a reorganization of the work force.

12.11 DEATH

All termination benefits or remuneration shall be paid to the named beneficiary, deceased estate or other appropriate individual as provided by law.

12.12 EXIT INTERVIEW

An exit interview will be scheduled for the employee with the Personnel Officer prior to the last day of employment. Temporary employees or employees who are discharged do not participate in the exit interview process. The results of the exit interview will be shared with the City Administrator and maintained in the employee's personnel file. Summaries of any areas of concern will be made available to respective Department Heads.

During the exit interview, if applicable, COBRA, retirement benefits and the return of City property will be discussed.

SECTION 13 COMPLIANCE WITH THE LAW

13.1 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT (HIPAA)

The City and its health plans subscribe to all HIPAA privacy and security laws. Any concerns with HIPAA laws shall be directed to the Personnel Officer.

13.2 AMERICANS WITH DISABILITIES ACT (ADA)

The ADA requires employers to reasonably accommodate qualified individuals with disabilities. It is the policy of the City to comply with all Federal and State laws concerning the employment of persons with disabilities. It is the City's policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment. The City will reasonably accommodate qualified individuals with a disability so they can perform the essential functions of a job. An accommodation is not reasonable if it imposes an undue hardship. An individual who can be reasonably accommodated for a job without undue hardship will be given the same consideration for that position as any other applicant.

The City has an obligation to provide a safe work environment for all employees, customers, and residents. Accordingly, all employees are required to comply with safety standards. The City will take reasonable precautions to ensure that an employee's disability, or any attempted reasonable accommodation, does not pose a direct threat to the health and/or safety of the employee with a disability or to others.

Definitions

As used in this policy, the following terms have the indicated meaning and will be adhered to in relation to the ADA policy.

- 1) "Disability" means a physical or mental impairment that substantially limits one (1) or more major life activities of the individual; a record of such an impairment; or being regarded as having such an impairment. Major life activities include the following:
 - a. In general, major life activities include, but are not limited to, caring for oneself, performing manual tasks, seeing, hearing, eating, sleeping, walking, standing, lifting, bending, speaking, breathing, learning, reading, concentrating, thinking, communicating, and working.

- b. Major bodily functions – A major life activity also includes the operation of a major bodily function, including, but not limited to, functions of the immune system, normal cell growth, digestive, bowel, bladder, neurological, brain, respiratory, circulatory, endocrine, and reproductive functions.
- 2) “Direct threat” means a significant risk to the health or safety of others that cannot be eliminated by reasonable accommodation.
- 3) “Qualified individual” means an individual, who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires.
- 4) “Reasonable accommodation” may include making existing facilities readily accessible to and usable by individuals with disabilities, job restructuring, part-time or modifications of equipment or devices, appropriate adjustment or modifications of examination, training materials or policies, the provision of qualified readers or interpreters, and other similar accommodations for individuals with disabilities.
- 5) “Undue hardship” means an action requiring significant difficulty or expense by the City.
- 6) “Essential functions of the job” refers to those job activities that are determined by the City to be essential or core to performing the job; these functions cannot be modified.

13.3 GENETIC INFORMATION NONDISCRIMINATION ACT OF 2008 (GINA)

The Federal law referred to as GINA prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the City asks that employees and health care providers not submit any genetic information when responding to a request for medical information (e.g., to support an employee’s request for reasonable accommodation under the ADA or a request for a leave of absence). “Genetic information”, as defined by GINA, includes an individual’s family medical history, the results of an individual’s or family member’s genetic tests, the fact that an individual or an individual’s family member sought or received genetic services, and genetic information of a fetus carried by an individual, or an individual’s family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

SECTION 14

EMPLOYEE INFORMATION AND RECORDS

14.1 GENERAL ACCESS TO EMPLOYEE INFORMATION

The personnel and medical files of all City employees are maintained by the Personnel Officer. Only the Personnel Officer may have access to and use of an employee's personnel records. The Treasurer's Office and other employees with a valid work related reason may have access to and use of an employee's personnel records, in part, subject to the approval of the Personnel Officer. Certain employment records of Police Officers are maintained within the Police Department under the exclusive control of the Police Chief. Access to police personnel records is regulated by the rules of the Police Department, any applicable collective bargaining agreement and/or court order.

14.2 DISCLOSURE OF EMPLOYEE RECORDS OUTSIDE OF THE CITY

Records about an individual which identify him by name or in any other way shall not be disclosed to people or organizations outside the City without the individual's written permission, except as pursuant to judicial proceedings, legal requirements, or the Freedom of Information Act. All requests by outside parties as to an employee's work record must be directed to the Personnel Officer.

14.3 REFERENCE INQUIRIES

All inquiries made by outside parties (i.e., potential employers, investigative agencies, etc.) with regard to employment history of former or present employees, including but not limited to general reputation, character, personal characteristics, performance, ability, attendance or salary circumstances should be directed to the Personnel Officer for response. The Police Chief shall be responsible for all inquiries regarding the employment status and reference material of sworn police personnel.

14.4 CREDIT VERIFICATIONS

The usual reference and verifications of employment of present employees for the purpose of establishing credit, bank loans, etc., should be released only by the Personnel Officer.

14.5 EMPLOYEE ACCESS TO PERSONNEL FILES

All employees shall be permitted to review and copy their personnel records as well as attach their own position statement to disputed materials in their files, in accordance with the Illinois Personnel Record Review Act (820 ILCS 40/1 et seq.).

Personnel records allowed to be viewed by an employee include all documents and data intended to be used in determining the employee's qualifications for employment, promotion, transfer, additional compensation, discharge or other disciplinary action. Access to personnel files by employees working under a collective bargaining agreement will be subject to the provisions of that agreement.

14.6 RECORDS INSPECTION

An employee shall be permitted inspection of his file two (2) times per calendar year at reasonable intervals. The request to view the file must be put in writing. Inspection of the record will be permitted within seven (7) working days of the request and under the supervision of the Personnel Officer.

Records may not be removed from the place of inspection. The employee will be permitted to request photocopies of his personnel records. If the employee disagrees with any part of the record, the City and the employee may mutually agree to remove or correct the information. This agreement should be in writing. If an agreement cannot be reached and the employee desires to submit an explanatory written statement, the statement will be attached to the disputed record. Inclusion of the employee's statement in the personnel file does not mean that the City concurs with the employee's statement.

SECTION 15 ACKNOWLEDGMENT FORM

Employee Handbook Acknowledgement

I understand and acknowledge that the Employee Handbook describes important information about the City of Crest Hill and that I should consult my supervisor or the Personnel Officer about any questions not answered in this manual. I have entered into my employment relationship with the City voluntarily and acknowledge that there is no specific length of employment, unless I am covered by the terms of a collective bargaining agreement or an individual contract that provides otherwise. Accordingly, either I or the City can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable Federal or State law.

I hereby acknowledge receiving the City of Crest Hill's Employee Handbook. By signing this form, I also acknowledge that I understand the following:

This Employee Handbook is not a contract of employment or a legal document and the City of Crest Hill makes no promises of any kind in this handbook.

Since the information, policies, and benefits described here are subject to change, I acknowledge that revisions to the Employee Handbook may occur, except to the City's policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. I further acknowledge that this Employee Handbook supersedes all prior versions that I have received.

By signing this acknowledgement form, I acknowledge that I have read, understand and will abide by all of the policies and procedures contained within the Employee Handbook and any revisions made to it.

Signature

Print Name

Date

SECTION 16
FORMS

The Village of Bolingbrook Return-to-Work process requires that:

- Employees are not put back to work in jobs with the potential to harm them;
- Employees are not brought back to work in jobs with little or no value for the employer;
- Employees are not brought back to work in transitional/modified positions for unreasonable time expectations;
- Employees do not remain in transitional/modified duty positions after the therapeutic value is exhausted; and
- Return-to-work assignments or lack thereof are not perceived as punishing employees. The success of this process is the responsibility of all involved. All employees and management need to be alert for potential accidents and strive to eliminate them. If accidents occur, all employees need to work together with management to minimize the effects.

5.13 Vehicle Policy

Use of any vehicle for Village of Bolingbrook business must be authorized by your immediate supervisor. Employees operating any vehicle for Village of Bolingbrook business must have a valid driver's license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. You must notify your immediate supervisor if the status of your driver's license changes.

In using a Village vehicle, employees must keep in mind that they are representatives of the Village of Bolingbrook and that their conduct in adhering to the rules of safety and courtesy on the road is a reflection on the entire organization. Employees are required to obey all traffic regulations. This includes without limitation the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on.

Employees are not allowed to use a Village vehicle for personal use or to take a Village vehicle home after work hours unless permission has been granted by the Mayor or his designee. Whenever possible, Village employees should use Village vehicles when traveling on Village business. Employees are responsible for their own transportation to and from their work assignment.

All accidents must be immediately reported to your immediate supervisor as well as the police. A copy of the police report must also be obtained and provided to your immediate supervisor as soon as practical. Any documentation that is required to be completed by the police or State of Illinois must be completed in a timely manner.

No employee may be under the influence of alcohol, illegal substances or legal drugs while operating any vehicle for the Village of Bolingbrook. "Under the influence" means that the employee is affected by alcohol or drugs in any determinable manner. For purposes of this policy,

a determination of being under the influence can be established by a professional opinion, a scientifically valid test, a lay person's opinion, or the statement of a witness.

All employees are required to follow guidelines set up in the current travel policy adopted by the Village Board.

Any employee who is required to have a Commercial Driver's License (DCL) as a condition of employment is subject to random drug and alcohol testing in accordance with Department of Transportation regulations.

Employees are responsible for the care and conservation of Village of Bolingbrook vehicles, and must promptly report any accident, breakdown or malfunction of any unit so that necessary repairs may be made.

The Village of Bolingbrook has the right to search any Village of Bolingbrook vehicle at any time with or without notice. Therefore, employees have no reasonable expectation of privacy with respect to Village of Bolingbrook vehicles.

5.14 Travel Expenses

Employees who are required to use their personal automobiles in the course of performing their duties for the Village shall be paid an automobile allowance at the prevailing rate. Whenever possible, Village employees should use Village cars when traveling on Village business. Travel regulations are set forth in the Village Travel Regulation and Reimbursement Policy.

5.15 Drug Free Workplace Policy

5.15.1 Purpose / Introduction

The Village is firmly committed to providing a productive, safe and healthy work environment. The use of illegal drugs, abuse and misuse of alcohol, prescription drugs and lawful products (such as cannabis), adversely affects those objectives by increasing absenteeism, lowering productivity and quality and most of all, jeopardizing the health and safety of those involved and the safety of others.

The following policy and testing program requires compliance by all non-DOT regulated employees as a condition of employment and continued employment with the Village.

The Village reserves the right to interpret, revise or discontinue any provision of this policy. However, the Village will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, marital status, order of protection status, national origin or ancestry, citizenship status, age, disability, military status or an unfavorable discharge from military service, or any other basis protected by applicable local, state or federal law.

**VILLAGE OF MOKENA
PERSONNEL POLICY MANUAL**

Public Works employees shall be provided a uniform allowance and shall wear work uniforms and safety equipment as approved upon recommendation of the Public Works Director.

If, in the course of duty, uniform items are damaged, the employee may request a replacement to his/her allotment. The employee is to turn-in the damaged item for inspection by the supervisor and Department Head as necessary. If it is determined that the damage to the uniform item was caused by employee negligence, the item shall be replaced at cost to the employee.

If the type of damage is determined to have been caused during normal work operations, a replacement to the allotment will be made.

All Public Works Personnel are to report for work and work in Village-issued uniforms. All uniform items are the property of the Village and upon the termination of employment, are to be returned to the appropriate Department prior to receiving a final check. Personnel shall refrain from wearing their Village uniforms during off-work hours.

8.2.2 Loss Reimbursement

Employees suffering damage to or loss of personal belongings as a result of an on-the-job accident should report that immediately to their Department/Division Head. Determination of payment for costs incurred as a result of such accident shall be made by the Village Administrator with the recommendation of the Department/Division Head. Such action will be determined on a case by case basis.

8.2.3 Auto Assignment/Allowance

Employees in the Village's service will not be assigned a Village-owned vehicle unless it is determined necessary by the Village Administrator that one of the following applies:

1. The nature of the employee's work requires that the majority of his/her time is spent in field activities requiring extensive travel throughout the Village.
2. The nature of the employee's work requires that he/she is on call twenty-four (24) hours a day and is expected to respond on short notice.
3. The nature of the employee's work requires that he/she be readily available, or requires travel within the metropolitan Chicago area or the State of Illinois.

**VILLAGE OF MOKENA
PERSONNEL POLICY MANUAL**

4. Village vehicles, although assigned to particular individuals, are to be kept available for use by other Village employees when not in use by the individuals to whom they are assigned.
5. The Village Administrator may establish standard monthly auto allowances in lieu of a Village Vehicle Assignment for selected positions when it serves the Village's interest.

8.2.4 Travel Expense

An employee who is authorized and required to travel outside the locality of his/her residence and normal place of work for the good of the Village shall be reimbursed for travel expenses.

The Village Administrator shall develop a form itemizing all travel related expenses and the Department Head shall review and approve all travel requests. Department Heads shall be responsible for seeing that travel request forms are in the proper order and within budget and other operating guidelines or practices. Upon return from travel, the employee shall be reimbursed for expenses on the presentation of receipts or other appropriate documentation or representation of expenses.

1. All expenses, such as accommodations, subsistence and lodging expenses shall be paid within appropriate monetary limits as follows:
 - a. An employee is expected to make hotel or motel reservations well in advance and to take other actions to ensure that lodging is secured at reasonable costs.
 - b. Reimbursement for lodging shall be limited to the minimum number of nights required to conduct the assigned Village business. If an employee voluntarily arrives early or stays late, all additional expenses shall be borne by the employee.
 - c. Reimbursement for meals and tips to wait persons, shall be for the actual cost incurred for each day, per person, where travel consumes part of the days.
 - d. Miscellaneous expenses for parking, taxi, tolls, bag check and holding, telephones, etc. shall be reimbursed at actual cost.
 - e. To the degree practicable, Village issued charge cards shall be utilized in lieu of cash in these circumstances.
2. Transportation expenses shall be reimbursed as follows:
 - a. Air travel shall be made in the most economical fashion possible where available.



I understand that I am being provided the opportunity to utilize a Village of Monee vehicle, on a temporary basis, to travel to and from work from my personal place of residence.

I have reviewed and agree to abide by the Village of Monee Vehicle and Staff Driving Privileges policy, including that I must not utilize any of Village of Monee vehicles for personal use or gain. In addition, I agree that I will maintain accurate records for the use of Village of Monee fuel while utilizing a Village of Monee vehicle to travel from my personal place of residence to and from work.

(Employee - Print Name)

(Date)

(Employee – Signature)

(Authorizing Representative – Signature)



Qualified Non-Personal Use Vehicle Policy Limiting Personal Use

A Village of Romeoville vehicle has been provided to you for use in Village business. The vehicle is considered a Qualified Non-Personal Use Vehicle and is a clearly marked public safety officer vehicle.

The Village is making this vehicle available to you for commuting to allow you to remain available for business duties during times not scheduled to work. Therefore, the Village requires you to commute to and from work in this vehicle.

The Village requires you to use this vehicle when on call within the M.A.B.A.S. District 10, 15, 16, and 19 areas as well as IEMA regions 3 and 4 to respond to an emergency during times not scheduled to work. Use of vehicle when on call within the aforementioned M.A.B.A.S. District areas and IEMA regions is considered business use.

Any personal use (other than commuting or *de minimis*) outside of the aforementioned M.A.B.A.S. District areas and IEMA regions is prohibited and is subject to applicable income and payroll taxes.

This policy statement applies to the following employee and assigned vehicle:

Year	Make and Model	Vehicle Serial Number	Employee	Employee Number
			L	:

Your signature below confirms the understanding of the above policy. If there is a change in the vehicle listed above or personal use of the vehicle (other than commuting or *de minimis*) outside of the aforementioned areas please inform Steve Murray, Assistant Finance Director.

Employee Signature

Date



Personal Use Vehicle – Required Taxable Fringe Benefit Policy Prohibiting All Personal Use Except Commuting

A Village of Romeoville vehicle has been provided to you for use in village business. Except for commuting to and from work, the vehicle shall be used only in connection with village business. The vehicle is not to be used for any other personal purposes other than for *de minimis* personal use such as stopping for lunch or occasionally running personal errands between business appointments.

The village is making this vehicle available to you for commuting to allow you to remain available for business duties during times not scheduled to work. Therefore, the village requires you to commute to and from work in this vehicle.

Commuting is a personal use that must be valued and treated as a taxable fringe benefit for federal income and employment tax purposes. The village has elected to value the commuting use of your vehicle using the vehicle commuting valuation method. For withholding and reporting purposes, \$3 will be charged to you as personal use income for each day you use the vehicle for commuting to and from work for the period January 3, 2022 to December 18, 2022.

This policy statement applies to the following employee and assigned vehicle:

Year	Make and Model	Vehicle Serial Number	Employee	Employee Number
	Fo			

Your signature below confirms the understanding of the above policy and required submission of commuter days through your biweekly timesheet. If there is a change in the vehicle listed above or personal use of the vehicle other than commuting please inform Steve Murray, Assistant Finance Director.

Employee Signature

Date

1-11-22

SPESIA & TAYLOR

MEMO

To: Mayor Soliman and City Council
From: Michael R. Stiff-Spesia & Taylor
Date: July 10, 2023
Re: 1919 Cora St.

On February 18, 2019 the City Council passed Ordinance 1800 declaring the above-referenced property surplus and authorizing it to be sold by submission of sealed bids. Thereafter, the property was conveyed by the City to the purchaser via quitclaim deed. That deed contained a deed restriction requiring that the new residential dwelling be constructed in compliance with all Crest Hill building and zoning ordinances and a certificate of occupancy no later than August 31, 2021.

On August 16, 2021, the City Council passed Resolution 1117 which amended the deed restriction to extend the deadline for the Certificate of Occupancy for the home to June 1, 2023.

Unfortunately, while the home (which I understand to be a Habitat for Humanity project) was completed prior to June 1, 2023, the Certificate of Occupancy was not issued until June 29, 2023. As a result, to prevent there from being any title issues in the future, I drafted the attached Resolution Releasing the June 1, 2023 Occupancy Permit Deed Restriction and waiving the City's right to claim that the property should revert to the City.

Ordinance 1800 and Resolution 1117 are attached for ease of reference.

ORDINANCE NO. 1800**AN ORDINANCE AUTHORIZING THE
SALE OF REAL PROPERTY COMMONLY KNOWN AS 1919 CORA STREET, IN THE
CITY OF CREST HILL**

WHEREAS, the City of Crest Hill owns certain real property commonly known as 1919 Cora Street, in the City of Crest Hill ("Subject Property"); and

WHEREAS, the Subject Property bears Will County PIN 04-33-400-017-0000 and is legally described as follows: Lot 255 of STERN PARK, a subdivision of part of the South 1/2 of Section 33, T36N, R10E of the 3rd P.M., situated in the County of Will and State of Illinois; and

WHEREAS, the Subject Property is vacant except for one garage, with lot dimensions of 143 x 48.5 and the garage being 528 sq. feet; and

WHEREAS, the Subject Property is Zone R-1 – Single Family Residence District; and

WHEREAS, the City's ownership of the Subject Property is by a quitclaim deed dated November 28, 2018; and

WHEREAS, the City Council has determined that the Subject Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the city; and

WHEREAS, pursuant to 65 ILCS 5/11-76-2 of the Illinois Municipal Code, the City is authorized to sell the Subject Property subject such conditions with respect to further use of the real estate as the corporate authorities may deem necessary and desirable to the public interest; and

WHEREAS, the City Council finds that it is necessary and desirable to the public interest to condition the sale of the Subject Property upon the agreement of the successful bidder for the purchase of the property to commence residential construction upon the Subject Property during the year of sale (2019) and to complete construction, subject to all City building and zoning regulations, no later than August of 2020, subject to an extension of time solely at the discretion of the City; and

WHEREAS, the City Council further finds the condition of the garage on the Subject Property is such as to require its demolition, and the sale of the Subject Property shall also be conditioned upon the successful bidder's agreement to demolish the garage no later than the construction completion deadline of August of 2020; and

WHEREAS, the City therefore, pursuant to its authority pursuant to its authority under 65 ILCS 5/11-76-1, determines it is in the best interest of the citizens of the City of Crest Hill to sell the Subject Property upon the conditions listed below and in these Recitals.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AS FOLLOWS:

- SECTION 1: The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Ordinance are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.
- SECTION 2: The City attorney is hereby directed to publish notice of the City's proposal to sell the Subject Property, in substantially the same form as the Notice attached as Exhibit A hereto, once each week for 3 successive weeks in a daily or weekly paper published in the city, or if there is none, then in some paper published in the County of Will.
- SECTION 3: Sale of the Subject Property shall be subject to a purchase contract to include all of the conditions incorporated herein through the recitals and preamble of this Ordinance.
- SECTION 4: Bids shall include a cashier's check for 10 percent of the bid amount as a deposit, which shall be returned to unsuccessful bidders and credited toward the purchase price at closing for the successful bidder.
- SECTION 5: The Subject Property shall be sold "as is" with no representations regarding the Subject Property being made by the City.
- SECTION 6: The City shall accept sealed bids for purchase of the Subject Property until 12:00 p.m. on March 26, 2019.
- SECTION 7: Bids shall be opened at the City Council's regularly scheduled meeting on April 1, 2019 at 7 p.m.
- SECTION 8: In the event that any provision or provisions, or portion or portions of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions or portions of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions.
- SECTION 9: All ordinances or parts of ordinances conflicting with any of the provisions of this Ordinance shall be and the same are hereby repealed.
- SECTION 10: The City Clerk is hereby directed to publish this Ordinance in pamphlet form.
- SECTION 11: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 18th DAY OF FEBRUARY, 2019.

	Aye	Nay	Absent	Abstain
Alderman John Vershay	<u> </u>	<u> </u>	<u> ✓ </u>	<u> </u>
Alderman Scott Dyke	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderdwoman Claudia Gazal	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderdwoman Barbara Sklare	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderdwoman Tina Oberlin	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderman Marco Coladipietro	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderman Nate Albert	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Alderman Tom Inman	<u> ✓ </u>	<u> </u>	<u> </u>	<u> </u>
Mayor Raymond R. Soliman	<u> </u>	<u> </u>	<u> </u>	<u> </u>

Vicki L. Hackney
Vicki L. Hackney, City Clerk

APPROVED THIS 18th DAY OF FEBRUARY, 2019.

Raymond R. Soliman
Raymond R. Soliman, Mayor

ATTEST:

Vicki L. Hackney
Vicki L. Hackney, City Clerk

Exhibit A

CITY OF CREST HILL NOTICE PROPOSAL FOR THE SALE OF REAL ESTATE OWNED BY THE CITY OF CREST HILL

Notice is hereby given that the City of Crest Hill, an Illinois municipal corporation, is accepting sealed bids for the sale of certain real property owned by the City bearing Will County PIN 04-33-400-017-0000 and commonly known as 1919 Cora Street, in the City of Crest Hill, legally described as follows: Lot 255 of STERN PARK, a subdivision of part of the South 1/2 of Section 33, T36N, R10E of the 3rd P.M., situated in the County of Will and State of Illinois. The real property is vacant except for one garage, with lot dimensions of 143 x 48.5 sq. ft. The property is currently vacant, except for a garage being 528 sq. ft., and is zoned R-1 – Single Family Residence District. The property is being sold by the City “as is” with no representations by the City being made regarding the property.

Acceptance of any bid will be conditioned upon the successful bidder’s agreement to begin construction of a residential dwelling on the property in 2019, to demolish the existing garage and to complete construction of the residential dwelling no later than August 2020, subject to extension at the sole discretion of the City Council. Bids shall include a cashier’s check for 10 percent of the bid amount as a deposit, which shall be returned to unsuccessful bidders and credited toward the purchase price at closing for the successful bidder. The successful bidder shall enter into a Purchase Contract with the City and agree to those terms set forth in this Notice.

The deadline to submit sealed bid proposals to the City shall be 12:00 p.m. on March 26, 2019. Bid proposal shall be submitted to:

City of Crest Hill
Attn: City Administrator
1610 Plainfield Road
Crest Hill, IL 60403

All submitted bids must be for the acquisition of the property described herein and shall specify the net cash consideration for the purchase of the property. To be considered, bids must include a plan for the construction of a residential dwelling upon the property to be completed no later than August of 2020. All sealed bids shall be opened and considered for approval at the regular meeting of the City Council to be held on April 1, 2019 at 7:00 p.m. at the City of Crest Hill City Hall, 1610 Plainfield Road, Crest Hill, IL 60403

The Corporate authorities of the City of Crest Hill may accept any bid determined to be in the best interest of the City and may reject any and all bids.

RESOLUTION NO. 1117**RESOLUTION AUTHORIZING AMENDMENT
TO DEED RESTRICTION FOR 1919 CORA STREET**

WHEREAS, the City of Crest Hill ("City") by Ordinance No. 1800 approved the sale of 1919 Cora Street and subsequently conveyed the property by Quit Claim Deed recorded as Document No. R2019042266 that included a Deed Restriction requiring "construction of a home on the Property in compliance with all City of Crest Hill Building and Zoning Ordinances, and issuance of a Certificate of Occupancy for said home no later than August 31, 2021"; and

WHEREAS, the City now wishes to amend the Deed Restriction to extend the required date for issuance of a Certificate of Occupancy to June 1, 2023 in order to accommodate the construction of a home on the Property by Habitat for Humanity.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Crest Hill, Illinois, as follows:

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

SECTION 2: AMENDMENT TO DEED RESTRICTION. The City Council hereby approves the attached "Amendment to Deed Restriction" for 1919 Cora Street to extend the required date for issuance of a Certificate of Occupancy to no later than June 1, 2023.

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.

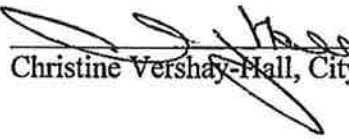
SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

RECEIVED**AUG 19 2021**

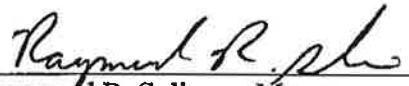
BUILDING DEPARTMENT

PASSED THIS 16th DAY OF August, 2021.

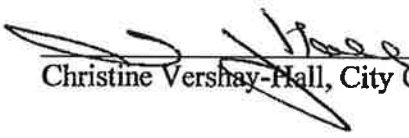
	Aye	Nay	Absent	Abstain
Alderman John Vershay	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderman Scott Dyke	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alderwoman Claudia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


Christine Vershay-Hall, City Clerk

APPROVED THIS 16th DAY OF August, 2021.


Raymond R. Soliman, Mayor

ATTEST:


Christine Vershay-Hall, City Clerk

AMENDMENT TO DEED RESTRICTION

Prepared by and Return to:
Christian G. Spesia
Spesia & Taylor
1415 Black Road
Joliet, Illinois 60435
(815) 726-4311

AMENDMENT TO DEED RESTRICTION

The City of Crest Hill, an Illinois Municipal Corporation, for and consideration of Ten and No/100 Dollars (\$10.00), and valuable consideration in hand paid, hereby amends the Deed Restriction contained in Quit Claim Deed dated June 17, 2019 and recorded as Document No. R2019042266 to extend the date for issuance of a Certificate of Occupancy for the Property described as follows:

LOT 255 OF STERN PARK, A SUBDIVISION OF PART OF THE SOUTH ½
OF SECTION 33, T36N, R10E OF THE 3RD P.M., SITUATED IN THE COUNTY
OF WILL AND STATE OF ILLINOIS.

PIN No.: 11-04-33-400-017-0000

Common Address: 1919 Cora Street, Crest Hill, Illinois

The Amendment is as follows:

This grant conditioned upon and subject to the following affirmative acts to be taken by Grantee:

- Construction of a home on the Property, in compliance with all City Of Crest Hill Building and Zoning Ordinances, and issuance of a Certificate of Occupancy for said Home no later than June 1, 2023.

If Grantee or its successor fails to comply with the above condition and the City passes an Ordinance exercising its rights hereunder, the Property and any improvements thereon shall revert to the Grantor in fee, and Grantee and its successor shall remain liable for any mortgages, lines, and other obligations entered into following June 17, 2019.

Dated: August 16th, 2021.

CITY OF CREST HILL

By: Raymond R. Soliman
Mayor Raymond R. Soliman

ATTEST:

By: Christine Vershay-Hall
Christine Vershay-Hall, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Raymond R. Soliman and Christine Vershay-Hall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, they signed, sealed and delivered the said instrument and caused the corporate seal of the City of Crest Hill to be affixed thereto, pursuant to authority given by Resolution of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes set forth therein, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 16th day of August, 2021.



Janet M. Serdar
Notary Public



Prepared By: Spesia & Ayers
1415 Black Road
Joliet, IL 60435

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

RESOLUTION NO. _____**A RESOLUTION RELEASING THE DEED RESTRICTION FOR PROPERTY
LOCATED AT 1919 CORA STREET IN THE CITY OF CREST HILL**

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, the Corporate Authorities of the City of Crest Hill, on February 18, 2019 passed Ordinance 1800, deemed the property commonly known as 1919 Cora Street in the City of Crest Hill as surplus, and authorized the same to be sold on the condition that the purchaser of the property commence construction of a residence during the year of sale (2019) and to complete said construction, subject to all City building and zoning regulations, no later than August of 2020, subject to an extension of time solely at the City's discretion; and

WHEREAS, following the sealed bidding process, the property commonly known as 1919 Cora Street in the City of Crest Hill was conveyed to the successful bidder by quitclaim deed, recorded as Document No. R2019042266, and which included a Deed Restriction requiring "construction of a home on the Property in compliance with all City of Crest Hill Building and Zoning Ordinances, and issuance of a Certificate of Occupancy for said home no later than August 31, 2021; and

WHEREAS, on August 16, 2021, the Corporate Authorities of the City of Crest Hill approved and passed Resolution 1117, which authorized an amendment to the aforementioned Deed Restriction to extend the deadline for the issuance of a Certificate of Occupancy for the residence located at 1919 Cora Street to "no later than June 1, 2023;" and

WHEREAS, the City of Crest Hill Building Department on June 29, 2023 approved and issued to the property owner a Certificate of Occupancy for the residential dwelling, certifying that all City of Crest Hill Building and Zoning Ordinances have been met.

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

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

SECTION 2: RELEASE OF DEED RESTRICTION. The City of Crest Hill hereby approves the Release of Deed Restriction, attached hereto as Exhibit A, and releases the Deed Restriction for the Property commonly referred to as 1919 Cora Street which required the issuance of a Certificate of Occupancy no later than June 1, 2023. The City of Crest Hill also waives any rights it may have pursuant to the reversion language contained in the Amendment to Deed Restriction dated August 16, 2021.

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

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

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

[Intentionally Blank]

PASSED THIS 17TH DAY OF JULY, 2023.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 17TH DAY OF JULY, 2023.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Prepared by and Return to:

Michael R. Stiff
 Spesia & Taylor
 1415 Black Road
 Joliet, Illinois 60435
 (815) 726-4311

Return to:

City of Crest Hill
 City Clerk
 20600 City Center Blvd.
 Crest Hill, IL 60403

RELEASE OF DEED RESTRICTION

The City of Crest Hill, an Illinois Municipal Corporation, for and consideration of Ten and No/100 Dollars (\$10.00), and valuable consideration in hand paid, hereby Releases the Deed Restriction contained in the Quit Claim Deed dated June 17, 2019 and recorded as Document No. R2019042266 and the Amendment to the Deed Restriction dated _____ and recorded as Document No. _____ regarding the issuance of a Certificate of Occupancy for the Property described as follows:

LOT 255 OF STERN PARK, A SUBDIVISION OF PART OF THE SOUTH ½
 OF SECTION 33, T36N, R10E OF THE 3RD P.M., SITUATED IN THE COUNTY
 OF WILL AND STATE OF ILLINOIS.

PIN No.: 11-04-33-400-017-0000

Common Address: 1919 Cora Street, Crest Hill, Illinois

In addition to the foregoing Release of the following Deed Restriction, the City hereby waives any right to a reversion of the property ownership to the City:

- Construction of a home on the Property, in compliance with all City Of Crest Hill Building and Zoning Ordinances, and issuance of a Certificate of Occupancy for said Home no later than June 1, 2023.

Dated: August _____, 2023.

CITY OF CREST HILL

By: _____
 Mayor Raymond R. Soliman

ATTEST:

By: _____
Christine Vershay-Hall, City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Raymond R. Soliman and Christine Vershay-Hall, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Mayor and City Clerk, they signed, sealed and delivered the said instrument and caused the corporate seal of the City of Crest Hill to be affixed thereto, pursuant to authority given by Resolution of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes set forth therein, as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this _____ day of _____, 2023.

Notary Public

(SEAL)