



Regular City Council Meeting

Crest Hill, IL

February 05, 2024

7:00 PM

Council Chambers

20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

Minutes:

- [1.](#) Approve the Minutes from the Work Session Held on January 11, 2024
- [2.](#) Approve the Minutes from the Regular Meeting Held on January 15, 2024
- [3.](#) Approve the Minutes from the Work Session Held on January 29, 2024.

City Attorney:

- [4.](#) A Resolution Approving a Settlement Agreement and General Release of all Claims by and between Jasmine Coleman, Individually and as Independent Administrator of the Estate of Matthew Parks, Deceased and as Mother and Next Friend of Her Minor Children

Management Consultant:

Public Works Department:

- [5.](#) Approve a Resolution Approving an Agreement for Professional Services for Wifia Loan Financial Planning Support by and between the City of Crest Hill, Will County, Illinois and Burns & McDonnell

City Engineer:

Community Development:

- [6.](#) Approve the Permit Fee Reduction for 1269 Caton Farm Road

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.

- [7.](#) Approve a Resolution Approving an Agreement for Police Department Sally Port Doors Safety Devices by and between the City of Crest Hill, Will County, Illinois, and Industrial Door Company in the Amount of \$3,350.00

Police Department:

Mayor's Report:

- [8.](#) Approval of an Ordinance Creating a Class Q BYOB Permit for Retail Tobacco Stores within the City of Crest Hill
- [9.](#) A Resolution Approving a Consulting Agreement with Jeffrey C. Prah to Provide Cable Television Broadcasting and Audio/Visual Services to the City of Crest Hill, Will County, Illinois
- [10.](#) Appointment of Michael Eulitz as Part-Time Interim Public Works Director
- [11.](#) A Resolution Approving the Appointment of Michael Eulitz and Approving an Employment Contract with Michael Eulitz for the Position of Part-time Interim Public Works Director
- [12.](#) Appointment of Anton L. Graff as the Interim City Administrator
- [13.](#) A Resolution Approving the Appointment of Anton Graff as Interim City Administrator and Approving an Employee Leasing Agreement by and between the City of Crest Hill and GovTempUSA, LLC for Anton Graff's Services as Interim City Administrator
- [14.](#) A Resolution Designating and Appointing Representatives to the Grand Prairie Water Commission

City Clerk's Report:

- [15.](#) Approval of Autumn Ridge Association to the Use the Community Room in 2024

City Treasurer's Report:

- [16.](#) Approval of the List of Bills issued through February 6, 2024 in the Amount of \$1,906,663.80
17. Regular and Overtime Payroll from January 1, 2024 to January 14, 2024 in the Amount of \$270,560.17
18. Regular and Overtime Payroll from January 15, 2024 to January 28, 2024 in the Amount of \$243,272.21
19. Quarterly Compensation Time Buy Back for the Period October 1, 2023 ~ December 31, 2023 in the Amount of \$43,419.13
20. Tacos Before Vatos Payment Plan Request for Places for Eating Tax

21. Discussion of Meeting held with Republic on January 22, 2024

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

Adjourn:

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 11, 2024

The January 11, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

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

Also, present were: City Attorney Mike Stiff, Ryan Cotton (GovHr)

Absent were: Alderman Scott Dyke, Alderman Darrell Jefferson Public Works Director Blaine Kline, Police Chief Ed Clark, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, Interim City Planner Maura Rigoni, Interim Human Resource Manager Dave Strahl, Interim Economic Development Director Ron Mentzer, Building Commissioner Don Seeman.

Mayor Soliman excused Alderman Jefferson and Alderman Dyke from the meeting.

TOPIC: GovHR Proposal to Conduct Recruitment

Mayor Soliman introduced Ryan Cotton from GovHR who gave a brief slide presentation regarding the City Administrator search and recruitment process.

Ryan commented that he was the City Manager at the City of Holland before retiring after thirty-five years and has been with GovHR for the last seven years on executive search and activities.

He explained that they have merged with MGT Consulting, their mission is to be a leader in the industry and have social impact, they are national, and a woman owned firm. They are a national firm and have 1400 recruitments in forty-four states.

There are six steps, and each community is different. It will take approximately 90 days and the person chosen to hire will usually take a month's notice.

(Parts of this presentation at the podium are inaudible.)

- 1) Organization & Position Assessment
- 2) Develop Position Brochure & Job Announcement
- 3) Candidate Outreach & Recruitment
- 4) Complete Coordination & Initial Screening
- 5) Prepare and Present Report & Selection for Interview
- 6) Interview & Selection with Offer & Negotiation

Aldersperson Oberlin commented that on page fourteen it stated the City of Crest Hill is an administrative form of government and that is not correct the city is a Mayor and Council form of government and would like that corrected.

Ryan Cotton asked who the form of contact would be at the City of Crest Hill. Alderwoman Gazal asked who it usually is. Ryan commented that Mayor/Council municipalities is usually the mayor as the point of contact. Aldersperson Oberlin commented that if it is HR then we would all be notified. It was decided that HR would be the point of contact.

Ryan stated that if they started next week, they could have someone hired by May 1, 2024. Mayor Soliman commented that the sooner the better. Aldersperson Oberlin commented that she does not want to rush through the process but wants to make sure we have the right person.

Ryan asked what the Council would like to see the most out of the candidates. Aldersperson Oberlin commented that the candidate should be a strong, sharing, transparent, independent thinker that will do right for the city and not just for an individual or individuals.

Alderman Gazal commented that the person should have honesty, leadership, loyalty, vision for short- and long-term goals, a mentor to the staff, and able to conduct a meeting.

Alderman Albert commented that the person should have collaboration and this person should be able to work with everyone from staff to elected officials and be a real team player and listen and move the city forward, enthusiastic.

Ryan asked if there are many vacancies in other departments. Aldersperson Oberlin commented that there are vacancies in other departments.

Mayor Soliman commented that the person should be goal oriented and have a passion for the position, a good listener, good written and verbal skills and have a calm demeanor.

Ryan asked if we had a manager in the past who had all of this. Aldersperson Oberlin commented that we did, the first one a long time ago who was here about nine years.

Ryan asked if they rely on the administrator to help with these meetings. Alderwoman Gazal commented that in the past that had no comment or reactions towards questions that were asked.

Ryan asked how the staff morale is currently. Alderwoman Gazal commented that it has been bad for a while. Aldersperson Oberlin commented that they are not here on a day-to-day basis to see the day-to-day and some are here and still do not see it, but you do hear things and get a sense of things. She also commented that we need to start fostering a positive culture since there is negative culture. She stated that people need to be responsible not only for their job but for their actions as well.

Ryan asked if any Council member not speaking agrees with the other thoughts. Alderman Cipiti commented that he agrees with all the strengths that were mentioned.

Ryan asked what type of goals over the next five years do they see. Aldersperson Oberlin commented that economic development is a big one and we are landlocked, and we need

to get moving forward with what we have. Treasurer Glen Conklin commented that the vacancies need to be filled and build the team and keep the teams together. Ryan commented that retention is huge. Treasurer Conklin commented that for the right ones. Ryan commented that he is not hearing that there are any lawsuits or union issues. Alderwoman Gazal commented that there are things that they cannot discuss in open meetings. Ryan stated that he would reach out to Attorney Stiff with this question since candidates need to know what they are getting involved in.

Alderman Albert commented that there is a huge trust issues, and certain people do not trust other people, and this is causing the bad morale issues and this needs to be fixed.

Alderwoman Gazal commented that the bottom line is we need someone who is very strong because the city is very broken in all aspects. There are good staff doing multiple positions and our goal is to keep the good staff. She commented that we have staff doing jobs that they were not hired to do, and they are managing them and are dedicated employees and working hard.

Alderman Oberlin commented that Alderman Alberts comment about the lack of trust is huge and will be a hard fence to mend. The person needs to be able to walk the line and needs to be able to be trusted.

Alderwoman Gazal commented that some department heads have been doing things for so long and do not want to do anything new and want to do things their own way. She also commented that there is a lot of backstabbing, gossip, manipulation, and childish games.

Attorney Mike Stiff commented that the perfect candidate is going to be someone to build consensus when there is a disagreement since this is a very very engaged and active City Council; they all have opinions and at the end of the day the Council wants to know they have been heard. The candidates need to know that they will need to collaborate very closely with the Council even behind the scenes.

Alderwoman Gazal commented that they have never been involved as extreme as they are now. She also commented that they get dragged into situations by the staff and things are being held from the Council which now has made them get more involved. She also commented that they are part-time elected officials, and they are policy makers not managers.

Alderman Cipiti commented that updates were given and bi-weekly reports which were words in an email and not all the relevant information was included in these reports; there was no transparency.

Ryan commented that he is hearing that the Council does not want to micromanage the managers and does not want to hear about the problems from staff. There are some elected bodies that have gotten into a bad habit of being a part of the details and what is going on with the administrative low.

Alderman Oberlin commented that the person should not be making decisions that should not be made or they need to include the Council. She commented that you cannot deal with a situation when the numbers are kept from them. She also commented that they

have a fiduciary duty to the residents, that they cannot make the proper decisions if they are not given the information.

Ryan asked if there is sufficient time in a meeting. He commented that the meetings that he has watched are around an hour and that there are some entities that have discussions for almost four hours. It was explained to Ryan that most of the discussion is done at a work session. Attorney Stiff commented that most is discussed at the work sessions and then the discussed topics go the next meeting to be voted on.

Alderman Vershay commented that the person needs to be able to work with groups in different ways. He commented that some people think their way is the right way and they should be able to work together to see what way is better.

Alderdwoman Gazal commented that we had a past administrator come in and told all department heads and staff were told not to talk or answer calls from the Council, and all discussion would go through the administrator which this leads to a lack of trust.

Alderdperson Oberlin commented that she has a resident that calls her about the well house gate being unlocked. She commented that in the past she would call the Public Works Director and he would take care of it and should not have to go to administrator about this.

Ryan suggested that they change the management experience to 4-6 years instead of 7-10 years.

Attorney Stiff commented that on the second bullet point a change needs to be made about the city opening a 40,000 square foot building, to say they just recently opened a 40,000 square foot building. He also commented that the pictures on the brochure need to be updated, and there are a few words that are misspelled.

Ryan asked if he should visit with department heads or residents and if they would want a meet and greet. Alderdwoman Gazal commented that a few department heads are important, and this person would be collaborating directly with the administrator. Mayor Soliman commented that it would be the Police Chief, Public Works Director, Building Commissioner. Alderdperson Oberlin commented and the Finance Director. Ryan commented that he would meet with all department heads.

Ryan asked if the press covers Crest Hill. Treasurer Conklin commented that we do not have a lot of active reporters and the mayor commented that Joliet gets the most publicity. Ryan also asked for a second person to be a contact and would like to carbon copy the mayor.

It was asked if there is a residency requirement and was told there is not, but some officials feel that they should live in Crest Hill. Alderman Albert commented that he feels it would be nice for them to at least be local and close.

Rayn asked if we have any internal candidates. Alderdperson Oberlin responded by stating there are no internal candidates.

Alderman Albert commented that we mentioned many negative things, but we also have many positive things, such as the new City Center, the Public Works building, and the water allocation.

Discussion on Lidice was talked about on how it came about in Crest Hill. Alderperson Oberlin explained how we have a ceremony every year to commemorate that tragedy.

Mayor Soliman asked about the salary for this position. Ryan commented that some communities have a higher salary than Crest Hill and the starting number should be around 170,000-210,000.

Alderman Albert commented that to obtain a good candidate we should be in close pay.

Alderwoman Gazal commented that we are a smaller community than what was given.

Ryan commented that he will go back and get a closer comparison. Mayor Soliman commented that we did a salary study and should be around \$154,000 to \$204,000. Alderwoman Gazal commented that she would go about \$170,000 to \$200,000 but no more than that and a few Council members commented that they should keep it where it is at \$170,000 - \$210,000. Ryan commented that you should have a larger pay range, and that would help get a larger group of candidates.

PUBLIC COMMENTS:

There were no public comments.

MAYORS UPDATES:

There were no mayor updates.

COMMITTEE/LIAISON UPDATES:

No committee updates tonight.

(#1) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to go into an executive session on Litigation 5 ILCS 120/2(c)(11).

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson, Dyke

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

Executive Session 8:19 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderwoman Gazal to reconvene from the executive session on Litigation 5 ILCS 120/2(c)(11).

On roll call, the vote was:

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

NAYES: None.

ABSENT: Jefferson, Dyke

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

Reconvened 8:42 p.m.

The meeting was adjourned at 8:42p.m.

Approved this _____ day of _____, 2024

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 15, 2024

The regular meeting of the City of Crest Hill was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Boulevard, Crest Hill, Will County, Illinois.

The Pledge of Allegiance was recited in unison.

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

Also present were: Police Chief Ed Clark, Public Works Director Blaine Kline, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, Interim Director of Community Development Ron Mentzer, City Attorney Mike Stiff.

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

Mayor Soliman excused Alderman Darrell Jefferson from the meeting.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Regular meeting held on January 2, 2024 for Council approval per the memo dated January 15, 2024.

(#1) Motion by Alderwoman Gazal seconded by Alderman Dyke, to Approve the Minutes from the Regular Meeting Held on January 2, 2024 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Mayor Soliman presented the minutes from the Work Session meeting held on January 4, 2024 for Council approval per the memo dated January 15, 2024.

(#2) Motion by Alderman Vershay seconded by Alderwoman Gazal, to Approve the Minutes from the Work Session Meeting Held on January 4, 2024 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Mayor Soliman presented the minutes from the Work Session meeting held on January 8, 2024 for Council approval per the memo dated January 15, 2024.

(#3) Motion by Alderwoman Gazal seconded by Alderman Albert, to Approve the Minutes from the Work Session Meeting Held on January 8, 2024 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

CITY ATTORNEY: City Attorney Mike Stiff requested to Approve an Ordinance of the City of Crest Hill, Will County, Illinois Amending Title 9” Public Peace, Morals and Welfare, Article IV. Offenses Against Public Peace of its Code of Ordinances to Establish a Chapter 9.40: Rules and Regulations of the City of Crest Hill Regarding Unscheduled Intercity Buses per the memo dated January 15, 2024.

(#4) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve an Ordinance of the City of Crest Hill, Will County, Illinois Amending Title 9” Public Peace, Morals and Welfare, Article IV. Offenses Against Public Peace of its Code of Ordinances to Establish a Chapter 9.40: Rules and Regulations of the City of Crest Hill Regarding Unscheduled Intercity Buses per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson

There being seven (7) affirmative votes, the MOTION CARRIED.
Ordinance #1971

CITY ADMINISTRATOR: There were no agenda items for discussion

PUBLIC WORKS DEPARTMENT: Public Works Director Blaine Kline requested Approval of Pay Request #16 from Williams Brothers Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$110,162.89 per the memo dated January 15, 2024.

(#5) Motion by Alderperson Oberlin seconded by Alderman Albert, to Approve Pay Request #16 from Williams Brothers Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$110,162.89 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Public Works Director Blaine Kline requested Approval of Pay Request #17 from Williams Brothers Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$39,901.33 per the memo dated January 15, 2024.

(#6) Motion by Alderman Dyke seconded by Alderman Vershay, to Approve Pay Request #17 from Williams Brothers Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$39,901.33 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Public Works Director Blaine Kline requested Approval of Pay Request #12 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,902,617.69 per the memo dated January 15, 2024.

(#7) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve Pay Request #12 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$1,902,617.69 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Mayor Soliman complimented and thanked all the Public Works Department, Police Department, and city staff for handling the snow and extreme temperatures.

CITY ENGINEER: City Engineer Ron Wiedeman requested to Approve Meade, Inc. Proposal to Modify the Existing Traffic Signals at the Intersection of Division St. and Churnovic Ln. to Add a Traffic Signal for the Driveway Along the North Leg for a Cost of \$22,557.21 per the memo dated January 15, 2024.

Alderwoman Gazal commented that she is all for safety, but she stated that she is upset with the city spending almost \$23,000.00 to fix a problem that was created by not doing the proper work when the light was first installed. She commented that she has been asking for years to move the light from Ryan Drive to McGilvray to avoid more fatalities and accidents. She stated that there have been nine accidents in the last three years plus two fatalities. Alderwoman Gazal respectfully asked the Council again to move the light from Ryan Drive to McGilvray and it has fallen through the cracks. She commented that it is only fair to do it since we are doing it for one resident tonight.

(#8) Motion by Alderman Albert seconded by Alderperson Oberlin, to Approve Meade, Inc. Proposal to Modify the Existing Traffic Signals at the Intersection of Division St. and Churnovic Ln. to Add a Traffic Signal for the Driveway Along the North Leg for a Cost of \$22,557.21 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSTAIN: Ald. Gazal.

ABSENT: Ald. Jefferson.

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

ECONOMIC DEVELOPMENT DEPARTMENT: There were no agenda items for discussion.

POLICE DEPARTMENT: Police Chief Ed Clark requested to Approve an Ordinance Amending Sections 5.48.020, 5.48.030, and 5.48.060 of Title 5, Business Licenses and Regulations, Chapter 5.48 Automatic and Manual Burglar and Fire Alarms of the City of Crest Hill City Code of Ordinances per the memo dated January 15, 2024.

He stated that this was brought to his attention by Alderwoman Gazal. This ordinance would be waving the fee for residential burglar alarms. Chief Clark explained the false alarm fees.

Alderwoman Gazal thanked the city attorney, chief, and all the council members for helping move this forward.

(#9) Motion by Alderwoman Gazal seconded by Alderman Albert, to Approve an Ordinance Amending Sections 5.48.020, 5.48.030, and 5.48.060 of Title 5, Business Licenses and Regulations, Chapter 5.48 Automatic and Manual Burglar and Fire Alarms of the City of Crest Hill City Code of Ordinances per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Ordinance #1972

Chief Clark informed the Council that the officers have written sixty citations for snow fall parking violations. He also thanked the Public Works Department and the Officers that were out there during the snowstorm. He also stated that there were many accidents, and one officer was involved in an accident but is doing well and is home.

Alderwoman Gazal asked Chief Clark what the \$197.97 bill was from D & I Electronics for burglar alarm. Chief Clark commented that it could possibly be for their evidence vault since there is an alarm on the vault, but he would look into that.

MAYOR: Mayor Soliman commented that he has no agenda items but would be happy to answer any questions.

Alderman Kubal commented that he wanted to voice his displeasure regarding the Crest Hill residents who did not get garbage pick up on Friday and they did not pick up on Saturday either. He explained that residents in this area are going to have to wait three weeks to get their recycling picked up because of this.

Alderman Gazal commented that there was no garbage pick up in her area on January 15, 2024 and when she called the company, she was told that they were shorthanded due to some of their trucks not starting.

Mayor Soliman commented that the forecast was much more severe than what was expected, and Saturday was supposed to be a worse forecast than Friday and the company was worried about the safety of their drivers coming in at 4:00 a.m. and they made the decision and notified us as soon as possible. He commented that he understands it is an inconvenience, but they will be picking up the trash on Friday and any extra trash will be picked up as well.

Alderman Albert commented that the issue is the fact that they canceled the service instead of delaying it. He stated that the problem was garbage flying all over and he hopes in the future there will be more cooperation.

CITY CLERK: There were no agenda items for discussion.

CITY TREASURER: City Treasurer Glen Conklin requested Approval of the list of bills issued through January 16, 2024 in the amount of \$3,651,707.94 for Council approval per the memo dated January 15, 2024.

(#10) Motion by Alderman Oberlin seconded by Alderman Kubal, to Approve the list of bills through January 16, 2024 in the amount of \$3,651,707.94 per the memo dated January 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Treasurer Conklin commented that if they find out the Republic Services has canceled days opposed to delaying service, he will make sure the city gets discounted on the bill.

Alderman Kubal asked if a discount is given to the city for canceled days of garbage service, will the resident get a refund. Treasurer Conklin commented that he needs to find out from Republic Services first and then figure out how we might adjust that by address.

Alderman Oberlin commented that she understands there is an inconvenience, but we must keep in mind when we had storms during the warmer weather how they picked up the debris from the storms with no charge. Treasurer Conklin reminded the Council that we have a minor surplus that we allocate to trash pick up annually for a storm/cleanup/special event.

City Treasurer Glen Conklin presented the regular and overtime payroll from December 18, 2023 through December 31, 2023 in the amount of \$267,102.36 per the memo dated January 15, 2024.

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

NEW BUSINESS: Alderwoman Gazal commented that El Primo Restaurant called her with concern about their business hours. She asked the mayor to explain if a business closes at 10:00pm and you have a customer come in at 9:45pm requesting a meal, how much time they would have before they can eat and leave. She also commented that they said that the mayor informed them that after 10:00pm they could not serve. Mayor Soliman commented that he told them to make their closing time for people coming in to order at 9:30-9:45pm, that way everyone would be out of the restaurant by 11:00pm. He commented that all people including employees are to be out of the restaurant an hour after they close.

COMMITTEE/LIAISON REPORTS: There were no Committee/Liaison reports on the agenda.

COUNCIL COMMENTS: Alderman Kubal thanked the Police and Public Works Department for all their hard work with the snow removal.

Alderman Albert thanked the Police and Public Works Department as well, for their hard work.

Alderman Cipiti thanked Public Works for all they did during the storm. He also thanked Director Kline for addressing the residents promptly with the damaged mailboxes. Alderman Cipiti also stated that if any resident has a damaged mailbox to contact the Public Works Department and they will address the issue. He also stated that the resident could contact him, as well, and his number is (779) 227-1605.

Alderwoman Gazal thanked Director Kline for taking care of the streets and posting the information on social media to help the residents. She also announced that all schools are canceled January 16, 2024.

Alderman Dyke commented that he hoped everyone took some time to reflect about all the great work Martin Luther King did.

PUBLIC COMMENT: Stuart Soifer, a resident, thanked Alderman Kubal for discussing the garbage pick up issue. He also thanked Alderman Albert for communicating with him about the trash issue. He commented that he did put a blast out to all the community members in his community. He stated out of one hundred homes, seventy-five still have all their trash out there blowing around.

Mayor Soliman informed the Council that there was a need for an executive session on Personnel 5 ILCS 120/2(c)(1).

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson

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

Executive Session 7:32 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

Reconvened 8:14 p.m.

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

(#7) Motion by Alderman Dyke seconded by Alderman Vershay, to adjourn the January 15, 2024 Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Jefferson.

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

The meeting was adjourned at 8:15 p.m.

Approved this _____ day of _____, 2024

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
January 29, 2024

The January 29, 2024 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

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

Also present were: Building Commissioner Don Seeman, City Attorney Mike Stiff.

Absent were: Alderperson Tina Oberlin, Police Chief Ed Clark, Public Works Director Blaine Kline, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, Interim City Planner Maura Rigoni, Interim Community Development Director Ron Mentzer.

TOPIC: Class C Liquor License – 2350 Plainfield Road

Mayor Soliman stated that Bhavnababen Patel, the manager and liquor license holder for Crest Hill Grab N Go Gas Station located at 2350 Plainfield Road was requesting a beer and wine Class C package liquor license. He stated on January 10, 2024 there was a meeting, and they went through the process of the liquor application, and everything was in order. This is mayors' choice for beer and wine only.

Ms. Patel approached the podium and introduced herself. She stated that she moved from New York to Crest Hill and she likes Crest Hill. The hours of operation are Monday through Saturday from 6am to 10pm and Sunday from 6am to 9pm.

Mayor Soliman commented that everything is in order except for the Health Department Certificate. Mayor Soliman informed Ms. Patel once she has the official document from the Health Department she may stop in and make payment. The license is all ready to be picked up when this is completed.

TOPIC: Tacos B4 Vatos Places for Eating Tax

Mayor Soliman received a call from Brianna Alcantar regarding the delinquency of the Places for Eating Tax for Tacos B4 Vatos. Mayor Soliman stated that they are delinquent from May 2023 through November 2023. Brianna's husband, Marco Alcantar, would like a payment plan since their business is not doing that good. He explained that they were unaware of the taxes even though the city informed them, but it had slipped their mind.

Alderwoman Gazal commented that we should consider a payment plan since this is the first time and she stated that she has talked to Brianna, as well.

Alderman Albert asked what the amount is that is owed. Treasurer Glen Conklin commented that we do not even know at this point what the amount is that is delinquent

since it is relevant to the sales. He also stated that there have not been any filings since the taxes had started in January of 2023. He explained that this is a consumer tax and not taken from the business, the business would add this as a collected tax in the register. It does not change the price of food. They would then remit to the City of Crest Hill the amount that they had collected in the sale. Treasurer Conklin commented that multiple attempts have been made to advise them on how to collect and make the payments, and there was even an in person visit.

Marco commented that they have only been open seven (7) months and they were not aware of it until they walked in the restaurant and hand delivered the paperwork, but he stated it slipped his mind and had never been charging the customers for the tax. He stated that they will have to pay out of pocket but do not have the funds since the restaurant is not doing well.

Treasurer Conklin asked if they have fixed the register to include the tax and are now collecting the tax. Marco commented that they have been collecting the tax now, about a month ago, since they had gone to court.

Alderman Albert commented that they have registered but they have not paid.

Treasurer Conklin commented that Marco has stated that they do not serve food. Marco commented that they removed the tables and chairs that they had for the customers to sit while waiting for their food. Treasurer Conklin commented that they had tables in December 2023. Marco commented that he removed the tables after the hearing he had to attend. Marco commented that if they are going to charge them then they will have tables for seating. Treasurer Conklin stated that the city is not charging them, that we are asking for you to charge the tax to your customers on behalf of the City of Crest Hill.

Alderman Jefferson asked if there was a way to estimate the tax amount. Treasurer Conklin commented that the city has no information from them regarding their sales. Typically, the business would complete a ST-1 form with the State of Illinois regarding their sales that are collected at the point of sale. If they could submit the ST-1 we would know the amount of tax.

Alderwoman Gazal asked if they are aware of their sales. Marco commented that his accountant has the information, and he would have to talk to her about it.

Alderman Cipiti commented that he never attended the hearing in January, and the business was assessed a fine of \$750.00.

Building Commissioner Don Seeman commented that at the December hearing you were given a continuance to January and at the January hearing date no one had appeared, and you were assessed a \$750.00 fine. Alderwoman Gazal asked if the \$750.00 citation was paid. Commissioner Seeman commented that the order was entered for a \$750.00 fine which will go to Will County Circuit Clerk. Attorney Mike Stiff commented that they have 35 days to appeal the administrative hearing decision, or you can pay the fine.

Alderwoman Gazal commented that how can we help you if you are not helping yourself or following the rules.

Alderman Jefferson asked if the \$750.00 covers the taxes. Attorney Stiff commented that the \$750.00 is the fine for violating the ordinance and is separate from the tax.

Attorney Stiff commented that Marco will need to get the paperwork from his accountant and sit down with the Finance Department and see what tax amount is owed, then go from there. Treasurer Conklin stated that if the accountant shares the information with the Finance Department, then we can find out what is owed and then it could be the Council's decision if they want to have a payment plan.

Alderman Jefferson commented that he cannot be in favor of a payment plan without having numbers.

Treasurer Conklin commented that we would need the actual numbers and determination of a plan, otherwise, the business license would not be renewed and shut down as of January 31, 2024 at midnight.

Alderman Cipiti commented that he would be more open in discussing this if they made more of an attempt since they opened their business, and he does not feel this is fair to other establishments who are paying. Alderman Cipiti asked Marco if he ever considered going to a bank for a loan, Marco commented that he cannot afford a loan at this time and him and his wife work full time and work the restaurant.

Alderman Cipiti asked Marco if he was aware that if this was not paid on time the business license would not be issued. Marco commented that he was not aware of that. He also stated that this is all new to him.

City Clerk Christine Vershay-Hall commented that the license expires at midnight on Wednesday, January 31, 2024 and if they pay after the due date there is a penalty fee of three times the amount of the license.

Alderwoman Gazal commented that she was not aware of all these details and how can they do a payment plan when you do not know what is going on and not even aware that they have a fine of \$750.00.

Alderman Albert commented that this program has been in effect the entire year and according to Director Banovetz attachments they show that you are registered and the ignorance of not knowing is not an excuse.

Marco commented that he wants to pay and comply, but this is all new to him. He commented that he was here in December for the hearing but was not aware of January's court and nothing was received in the mail for the January date. Attorney Stiff commented that if he were here in December, he would have been given an Order with his next date. Marco commented that he did get that paper at the December hearing and must have just forgotten.

Alderwoman Gazal commented that all of this was not made aware to her when she talked to Brianna.

Mayor Soliman suggested for Marco to contact their accountant and make sure he is aware of the situation, give information to you, and make payment for the business license for

2024 by January 31, 2024. Mayor Soliman commented that if you do not, you are subjecting yourself and your business up to a \$750.00 fine per day for operating a business with no license. Mayor Soliman asked if he understood, and he replied that he understood and will have to shut down if not paid.

Marco asked if it had to be full payment. Mayor Soliman stated that it would need to be full payment by Wednesday, January 31, 2024 at 4:30p.m.

TOPIC: Replacement Glazing at Park District Office

Building Commissioner Don Seeman commented that there are cracks in the Park District ballistic glass window. Commissioner Seeman commented that he did have Valley Security Company look at this window. He stated that they asked what kind of cleaning supplies were used. Commissioner Seeman explained they used dish soap and water. They then came back and stated that water could have seeped in around the speaker and got into the polycarbonate, and this could have created the cracks.

Commissioner Seeman explained our warranty date is one year from the shipment date and the shipment date was November 2021 and this was installed in beginning of 2022 which makes the window not under warranty. Alderwoman Gazal asked if it is a structural problem. Commissioner Seeman commented that it is not a structural problem that the cracks come up from the speaker. He was told by the company that the windows were drilled in at the factory and the speakers were installed when they came here. These windows were taken out when the ADA countertops were replaced. The crack is only in one layer of the window, since these windows are ballistic there are multiple layers.

Alderwoman Gazal asked if we replace the window how do we prevent this from happening again. Commissioner Seeman commented that the cleaning crew was told to only use dry cloth. Alderwoman Gazal asked if the new window would have a warranty. Commissioner Seeman said the window will have a one-year factory warranty.

Alderman Dyke asked who would be installing the speaker and would they seal it. Commissioner Seeman commented that the company will install the speaker. Alderman Dyke asked if someone would watch them install the speaker and make sure it is sealed. He also stated that we should not be paying someone if they did not install/seal the window correctly. We should be able to take soap and water and wipe it down.

Attorney Stiff asked if we could negotiate a longer warranty time on the window and the installation.

Alderman Vershay asked if something has hit the glass to make the crack. Commissioner Seeman commented that it is a level four glazing, polycarbonate glass with multiple layers.

Attorney Stiff asked if a one-year warranty is standard. Commissioner Seeman commented that it is standard. Alderwoman Gazal asked if we could find out if there is an extended warranty.

Commissioner Seeman commented that they have a 10-week period to receive the new window and can only go by what they tell him.

Alderman Vershay asked if the windows have gas in between the panes. Commissioner Seeman stated there is no gas between the panes.

Alderman Albert commented that he feels we should shop around for another company since they would not back their product. He also commented that he feels a chemical cleaning product should not ruin bullet proof glass.

Alderman Vershay asked if we could contact Churnovic and see if he can get a window. Commissioner Seeman commented that he is not sure he sells bullet proof glass.

Linda Dyke, a resident, commented that she just googled this, and it said that this is caused by improper installation and over tightening a drilled hole in the window.

Alderman Cipiti commented that he agrees with Alderman Albert and to see if there is another company that is available.

Mayor Soliman asked for an informal vote to table for further information

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

NAYES: None

ABSENT: Ald. Oberlin

TOPIC: Police Department Sallyport Doors

Building Commissioner Don Seeman explained around September of 2023 Car Care was bringing a car that was entering the sallyport and since there is no safety edges on the doors, the door came down. Commissioner Seeman also explained that when the tow truck was unloading the car, the doors came down on the trailer of the tow truck. There is no safety switch on the door, or the wall and he would suggest this addition be installed to make this code.

Alderman Cipiti commented that he could not believe that no safety was installed with the doors.

Commissioner Seeman commented that it should be on the bottom of the door, and it was not, and he was not there when it was built or bid on and now it needs to be installed. Commissioner Seeman also commented that if it was not on the drawing of the specs the contractor is not responsible.

Commissioner Seeman informed the Council that the total amount is \$3,350.00 that is needed to do this work.

Attorney Stiff asked if this is something that was in the contract from the very beginning. Commissioner Seeman commented that he did not see this in the specs from the architect.

Alderman Jefferson asked if this is something that should have been inspected in the beginning. There was no comment.

Mayor Soliman asked for an informal vote for the safety edges and kill switch.

AYES: Ald. Kubal, Albert, Cipiti, Gazal, Jefferson, Vershay, Scott.

NAYES: None.

ABSENT: Ald. Oberlin.

This will be on the February 5, 2024 agenda.

TOPIC: Police Department Sewer Repair

Building Commissioner Don Seeman explained in the Police Department men's locker room, which is the wall behind the urinal, gives limited water flow and there is not enough pressure to push solid waste through. Commissioner Seeman explained that the new installation will have no decision on which way the solid needs to go. He also stated that per the plumbing code it was installed correctly but is not the right application for the plumbing we have. He also stated that the way it was installed per drawing is a legal connection, and the contractor is not responsible for the way it was built.

Alderman Dyke commented that a plumber should have known that it would not work. Commissioner Seeman commented that back in 2020 a plumber wrote an RFI to the architect suggesting upsizing the waterline to 2.5" and to put wall hung commercial grade toilets with flush valves but the architect came back to him on August 26, 2020 and said to stick to the floor mounted toilet and that the city did not want to do this.

Alderwoman Gazal asked who said this and Commissioner Seeman stated that it was Bob Gable the architect and Kirk Wilkins who were running this project. Alderwoman Gazal commented that here we are again because they were trying to cut corners.

It was said that Omega Plumbing was the original plumber and suggested doing this and our staff said no.

Commissioner Seeman suggested accepting the proposal from Omega Plumbing due to the amount and the fact that they did the original installation of the plumbing. Their proposal was \$8,466.00.

Alderman Cipiti asked what the warranty time would be. Commissioner Seeman will see what can be done, but there is a one-year warranty when they originally were installed.

It was stated that we have had to have this rodded out four times already.

Mayor Soliman asked for an informal vote.

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

NAYES: None.

ABSENT: Ald. Oberlin.

TOPIC: Police Department Painting and Wallcovering

Building Commissioner Don Seeman explained that the drywall will need repaired, reinstalling the partitions, repairing the epoxy floor after concrete is repaired which is fifty square feet of flooring. This proposal is from Cosgrove Construction and would be for a total of \$8,600.00.

Alderman Dyke commented that this is a lot of money for fifty square feet. He suggested 'Steve' in the audience fixing it for that price. Steve, in the audience commented that he would run the job for the city and do it for nothing and thinks it is a lot of money. He also stated that the architect should be held responsible.

Commissioner Seeman commented that he would get two more bids for this work and bring it back to the Council.

Mayor Soliman asked for an informal vote. It was a straw vote to table the Police Department sewer repair and wallcovering.

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

NAYES: None.

ABSENT: Ald. Oberlin.

Alderwoman Gazal thanked Commissioner Seeman for all his hard work.

TOPIC: Alternative Water Source Financial Planning Support Agreement

Mayor Soliman commented that the Public Works Director Blaine Kline has information in their packet since he could not be here. Mayor Soliman commented that this is something that Mark Siefert handled when he was here for Lake Michigan Water. This is something all the communities need to do. He stated that there is money in the Lake Michigan fund for this agreement.

Burns and McDonald will provide financial planning support for the alternative water source funding program. The cost is \$11,637.00.

This will be on the February 5, 2024 agenda.

PUBLIC COMMENTS:

Steve Klementz, a resident, commented that we could get a quote from Moore Glass and there is a special seal that needs to be used. He also commented that he is upset that the contractors are not being held accountable. Attorney Stiff stated that the agreement with the architect protects the architect (limitation of liability). Steve commented that when he builds something he is held liable, and this architect should be held liable. Attorney Stiff commented that the agreement was looked at and the agreement does disclaim the liability of anything which is called the limitation of liability.

Linda Dyke, a resident, questioned the mayor if he would have these guys build his house. Mayor Soliman responded that he is not sure. She also asked if the contract for the building is FOIAable and was told yes.

MAYORS UPDATES:

Mayor Soliman commented that he had contact through email with Megan Diaz from Crusade Burger and she stated that they were told by the landlord they could move forward as a brunch place that will be open from 6am to 3pm and will have a liquor license for a limited bar to serve mimosas and bloody marys. He did state that they could not give a date of their opening and it will be a different name.

Mayor Soliman stated that they do not have a 2024 liquor license since payment was not made for December Places for Eating Tax.

Alderman Albert asked how the liquor license works for a Sunday morning. Mayor Soliman commented that Monday through Saturday is 6am and Sunday mornings are 10am to midnight. Megan was told by the mayor that they could not serve alcohol on Sunday morning until 10am.

COMMITTEE/LIAISON UPDATES:

No committee updates tonight.

Mayor Soliman asked for a motion to go into executive session on personnel 5 ILCS 120/2(c)(1).

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Oberlin.

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

Executive Session at 8:14 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Oberlin.

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

Reconvened at 8:48 p.m.

The meeting was adjourned at 8:48 p.m.

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

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

DRAFT

RESOLUTION NO. _____

**A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND GENERAL
RELEASE OF ALL CLAIMS BY AND BETWEEN JASMINE COLEMAN,
INDIVIDUALLY AND AS INDEPENDENT ADMINISTRATOR OF THE ESTATE OF
MATTHEW PARKS, DECEASED AND AS MOTHER AND NEXT FRIEND OF HER
MINOR CHILDREN**

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

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

WHEREAS, on March 14, 2022, City of Crest Hill Police Officers responded to a 911 call at 1412 Pioneer Road in Crest Hill for a domestic battery in which Jasmine Coleman reported having been punched in the face by her husband, Matthew Parks, and that her children were in the apartment and her husband refused to let them leave; and

WHEREAS, after arriving to the domestic battery call, Crest Hill Police Officers encountered Matthew Parks, who brandished a knife and refused to come out of the apartment, after which events escalated and resulted in the use of deadly force by Police; and

WHEREAS, the investigation into the incident was conducted by the Will Grundy Major Crimes Task Force, in accordance with Crest Hill Police Department Policy, to determine, in conjunction with review by the Will County State's Attorney's Office, whether criminal charges should be brought regarding the use of deadly force by Crest Hill Police on March 14, 2022; and

WHEREAS, the Will County Major Crimes Task Force determined that the use of deadly force in this instance was supported; and

WHEREAS, following the completion of the Will Grundy Major Crimes Task Force investigation, it was reviewed by the Will County State's Attorney's Office, which determined that there was "no basis to prosecute" the law enforcement officer involved in Matthew Parks' death; and

WHEREAS, thereafter, pursuant to and in accordance with Crest Hill Police Department Policy, the City of Crest Hill conducted its own internal investigation into the officer involved shooting, including a separate investigation by a convened Use-of-Force review Board, each of which resulted in determinations that the use of force was appropriate and that no other policies were violated; and

WHEREAS, Jasmine Coleman retained counsel, individually and as independent administrator of the estate of Matthew Parks, and as mother and next friend to her minor children,

who notified the City of Crest Hill and its police officers, including Sgt. Terry Fenoglio, in both their official and individual capacity stemming from the death of Matthew Parks on March 14, 2022, during the aforementioned domestic battery call at 1412 Pioneer Road in Crest Hill, Illinois; and

WHEREAS, the City of Crest Hill has denied and continues to deny the asserted claims and have raised and asserted Immunities and Affirmative Defenses to each of those claims; and

WHEREAS, Jasmine Coleman, individually and in her representative capacity, through mediation with the City's insurers, has agreed to compromise and settle all of the asserted claims, as well as all other disputes against the City of Crest Hill and its police officers, including Sgt. Terry Fenoglio, both in his official and individual capacity, in accordance with the terms and conditions provided for in the attached Exhibit A; and

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement (Exhibit A).

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 5TH DAY OF FEBRUARY, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A



Agenda Memo

Crest Hill, IL

Meeting Date: January 29, 2024
Submitter: Blaine Kline, Director of Public Works
Department: Public Works & Finance
Agenda Item: Alternative Water Source Financial Planning Support Agreement

Summary: As the Grand Prairie Water Commission begins the process of applying for the WIFIA loan, additional financial support is needed to accurately reflect the financial position of each Commission member. This information reflects using future approved rates and adding projections over the next 10 and 20 years to provide an accurate future representation of the financial status of Crest Hill as it applies to our portion of the WIFIA application. Burns & McDonnell have compiled much of this information already as a result of our most recent rate study and can accurately forecast the needs of Crest Hill for the necessary documentation.

Recommended Council Action: Recommend approval for Burns & McDonnell to provide financial planning support for the alternative water source funding program application.

Financial Impact:

Funding Source: 07-06-5332

Budgeted Amount: N/A

Cost: \$11,637

Attachments:

Burns & McDonnell Professional Services Agreement

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES
FOR WIFIA LOAN FINANCIAL PLANNING SUPPORT BY AND BETWEEN THE
CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND BURNS & MCDONNELL**

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

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

WHEREAS, Burns & McDonnell (the "COMPANY"), is an entity that is in the business of providing Professional Services for WIFIA Loan Financial Planning Support] (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR Professional Engineering Services for Financial Planning Support (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of 11,637.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without

limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

[Intentionally Blank]

PASSED THIS 5th DAY FEBRUARY, 2024.

	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	_____	_____	_____	_____

APPROVED THIS 5th DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

**LETTER AGREEMENT FOR PROFESSIONAL SERVICES
(Doc. No. AE-7)**

January 25, 2024

Ms. Lisa Banovetz
City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Re: Professional Engineering Services for Financial Planning Support

Dear Ms Banovetz,

In accordance with your request of January 23, 2024, we are pleased to submit our letter agreement for engineering Services on the referenced Project as follows. If acceptable, please sign where indicated and return a fully executed copy to the undersigned. Any changes you make are subject to our acceptance in writing. For purposed of this Agreement, City of Crest Hill is hereafter referred to as the CLIENT and Burns & McDonnell Engineering Company, Inc. is hereafter referred to as the CONSULTANT.

PROJECT:

CLIENT requests CONSULTANT to provide Services as set out in this Letter Agreement on the following Project.

- A. Financial Plan Support for Commission Submission

SCOPE OF SERVICES:

The Services to be provided by CONSULTANT for CLIENT are as follows:

- A. The Services are defined in the attached Exhibit A.

RESPONSIBILITIES OF CLIENT:

It is our understanding CLIENT will provide the following:

- A. Assistance by placing at CONSULTANT's disposal all available information pertinent to the Scope of Services on this Project, including previous reports and any other data relative thereto. CONSULTANT shall rely on information made available by CLIENT as accurate without independent verification.

COMPENSATION:

- A. Amount of Payment

1. For Services performed, CLIENT shall pay CONSULTANT as follows:
 - a. For time spent by personnel, payment at the hourly rates indicated in the attached Exhibit A.
2. Total payment for the Scope of Services described herein is not to exceed Eleven Thousand Six Hundred and Thirty Seven Dollars (\$ 11,637), which amount shall not be exceeded without prior written consent of CLIENT.

City of Crest Hill
January 25, 2024
Page 2 of 2

3. Statements:

- a. Monthly statements shall be submitted by CONSULTANT to CLIENT covering Services performed and expenses incurred during preceding month.
- b. Statements will set forth: hours worked by each person, total hours worked and total labor billing, and a summary of expenses and charges. Upon request, documentation of reimbursable expenses included in the statement will be provided.

The attached Terms and Conditions for Professional Services is incorporated and made a part of this Agreement.

We appreciate the opportunity to present this Proposal. If it is acceptable, please sign and return one copy for our file.

Sincerely,



David F. Naumann
Senior Project Manager

Enclosures:

Exhibit A: Scope of Services, Fee, and Hourly Professional Service Billing Rates

ACCEPTED:

CITY OF CREST HILL

By: _____

Title: _____

Date: _____

TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Project: Crest Hill Financial Plan Support	Date of Letter, Proposal, or Agreement: January 25, 2024
Client: City of Crest Hill, Illinois	Client Signature:

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement, in accordance with these Terms and Conditions. BMcD has relied upon the information provided by Client in the preparation of the Proposal, and shall rely on the information provided by or through Client during the execution of this Project as complete and accurate without independent verification.

2. PAYMENTS TO BMCD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt. Time is of the essence in payment of statements, and timely payment is a material part of the consideration of this Agreement. A late payment charge will be added to all amounts not paid within 30 days of statement date and shall be calculated at 1.5 percent per month from statement date. Client shall reimburse any costs incurred by BMcD in collecting any delinquent amount, including reasonable attorney's fees. If a portion of BMcD's statement is disputed, Client shall pay the undisputed portion by the due date. Client shall advise BMcD in writing of the basis for any disputed portion of any statement.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named Insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above. Construction contractors shall be required to provide certificates evidencing such insurance to Client and BMcD. Contractor's compensation shall include the cost of such insurance including coverage for contractual and indemnification obligations herein.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self-insurance during and after the completion of BMcD's services. A provision similar to this shall be incorporated into all construction contracts entered into by Client, and all construction contractors shall be required to provide additional insured coverage and waivers of subrogation in favor of Client and BMcD for damage covered by any construction contractor's policies of insurance.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY- LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project. No warranty, express or implied, is included in this Agreement or regarding any drawing, specification, or other work product or instrument of service.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility – Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services. BMcD shall make reasonable efforts to comply with deliverable schedules (if any) and consistent with BMcD's professional responsibility.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service. BMcD, at its option, may remove all indicia of its ownership and involvement from each electronic display.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD

for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s') failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of

the terminating party. If so terminated, Client shall pay BMcD amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

Item 5.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

- END -

Exhibit A

January 25, 2024

Ms. Lisa Banovetz
Finance Director
City of Crest Hill
20600 City Center Boulevard
Crest Hill, IL 60403

Re: Financial Plan Support for Commission Submission

Dear Lisa,

In support of the upcoming financial plan submission to the City of Joliet, I am sending this letter proposal with the proposed scope of services and fee.

Major elements of scope include:

- ▶ Align growth in customer demand with Crest Hill planning assumptions submitted to the Commission.
- ▶ Extending the 2023 rate modeling to forecast 20 years rather than the current 10-year model.
- ▶ With City support, update the City's long term capital needs (2034 through 2044).
- ▶ Support in addressing questions that may be asked by the City of Joliet or their consulting engineer Stantec.

We expect scenario development to be minimal in this project. We also understand some level of scenario analysis may be required as we forecast over a 20-year time horizon.

As you are aware, given Stantec's desire to receive information from Crest Hill in early February, it is important that this project get underway immediately.

We are pleased to continue supporting you and the City of Crest Hill. If you'd like to discuss further, please reach out to me either by phone or email at 816-822-4207 / dnaumann@burnsmcd.com.

Sincerely,



David F. Naumann / Senior Project Manager

Exhibit A

Scope of Services

Task 1 – Update Financial Plan & Review Results

The City of Joliet has requested a 20-year financial forecast be submitted to them in early February 2024. Burns & McDonnell will use the financial planning format used in the City of Crest Hill's (City) recent rate study for the submittal. This format is also consistent with the prior Commission submission from Crest Hill.

The City of Crest Hill's water and sewer rate study update was completed in late 2023 which included a 10-year forecast. Burns & McDonnell will extend the model used for the rate study to cover a full 20-year period, with Fiscal Year 2024 as the first year projected.

Burns & McDonnell will update the capital plan to reflect the City's most recent understanding of capital needs, extending out the full 20-year forecasting horizon. If detailed capital plans are not available for the full 20 years, Burns & McDonnell will collaborate with the City to include spending estimates.

Burns & McDonnell will use the same financial planning principles followed in the rate study (reserves, debt service coverage, etc) to evaluate the sufficiency of revenues over the full 20-year period. Burns & McDonnell expects the first 10 years of rate increases will be similar to those reflected in the rate study, but will propose modifications if needed, to the extent other key assumptions have changed.

The financial plan will be reviewed with the City and refined based on feedback received.

Task 2 – Summarize Results for Commission Submittal

Burns & McDonnell will summarize the Study results in a memorandum, summarizing the key findings and documenting how the analysis and recommendations were developed. Feedback from the City will be incorporated into the memorandum as appropriate.

After Crest Hill's review and approval of the memorandum, Burns & McDonnell will provide the memorandum and model to the City of Joliet's consulting engineer Stantec.

Exhibit A

Project Timeline

Burns & McDonnell anticipates initiating the Study immediately. A timeline of major milestones is shown below.

Activity	Target Date
Update Financial Plan	Week of January 29
Review Draft Financial Plan with City	Early in the week of February 5
Submit Draft Memorandum to Crest Hill for Review	Later in the Week of February 5
Finalize Memorandum and Submit to Commission	Week of February 12

Estimated Level of Effort and Cost

For this scope, Burns & McDonnell anticipates approximately 47 man-hours to complete with a not-to-exceed fee of \$11,637. All meetings will be conducted virtually. Consistent with the rate study, Burns & McDonnell proposes billing on a time and material basis. Billing rates are shown in the table below.

Crest Hill, IL 2024 Financial Planning Support					
	Task 1 - Update Financial Plan & Review Results	Task 2 - Summarize Results for Commission Submittal	Estimated Total Hours	Total Labor & Expense	Hourly Rate
Consultant					
Dave Naumann	6	6	12	\$ 3,552	\$ 296
Alex Craven	25	10	35	\$ 8,085	\$ 231
Total Labor	31	16	47	\$ 11,637	
Expenses \$ ⁽¹⁾				-	
Total Project Fees	\$ 7,551	\$ 4,086		\$ 11,637	

⁽¹⁾ Cost for travel and on-site meetings, to be billed at cost.



City Council Agenda Memo**Crest Hill, IL**

Meeting Date: 02/05/24
Name: Don Seeman
Department: Building Department
Topic: 1269 Caton Farm Road Permit Fee Reduction

Summary: As discussed at the January 22, 2024 Work Session meeting 1269 Caton Farm Road is requesting a reduction in their building permit fee from \$16,080.00 to \$2,680.00 with the understanding that \$9,040.00 has already been paid for the initial permit and renewal. Approval would give the applicant until April 30, 2024 to complete the project.

Recommended Council Action: Approval of the reduction in permit fee from \$16,080.00 to \$2,680.00.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date:	2/5/2024
Submitter:	Don Seeman
Department:	Building Department
Agenda Item:	Approve a Resolution Approving an Agreement for Police Department Sally Port Doors Safety Devices by and between the City of Crest Hill, Will County, Illinois, and Industrial Door Company in the Amount of \$3,350.00

Summary:

As presented at the Council Work Session on January 29, 2024 for work to add safety edges to bottom of sally port overhead doors and emergency disconnect switches in case of an emergency.

Recommended Council Action:

Approve a Resolution Approving an Agreement for Police Department Sally Port Doors Safety Devices by and between the City of Crest Hill, Will County, Illinois, and Industrial Door Company in the Amount of \$3,350.00

Financial Impact:

Funding Source: General Fund Balance

Budgeted Amount: \$0.00

Cost: \$3,350.00

Attachments:

Resolution

Estimate & Contract

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN AGREEMENT FOR POLICE DEPARTMENT
SALLY PORT DOORS SAFETY DEVICES BY AND BETWEEN THE CITY OF CREST
HILL, WILL COUNTY, ILLINOIS AND INDUSTRIAL DOOR COMPANY**

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

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

WHEREAS, Industrial Door Company (the "COMPANY"), is an entity that is in the business of providing construction services, including Installation and Maintenance of Industrial Overhead Doors (the "Services"); and

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

WHEREAS, City Staff have negotiated an AGREEMENT FOR POLICE DEPARTMENT SALLY PORT DOORS SAFETY DEVICES (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Agreement (Exhibit A) in the amount of \$3,350.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the

Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

[Intentionally Blank]

PASSED THIS 5th DAY of February 2024.

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

APPROVED THIS 5th DAY OF February 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

1555 Landmeier Rd
(847)258-5620
www.industrialdoor.com

ESTIMATE & CONTRACT

Elk Grove Village, IL 60007
(847)574-8303 Fax
idc@industrialdoor.com

Item 7.

Job Site: City of Crest Hill
20701 Patrick Drive
Crest Hill, IL 60441
Attn: Don Seeman Owner (invoices)

Bill To:

Attn:

Date: 10/13/2023
Salesman: Mario Castaneda
Estimate #: 73270

This Estimate & Contract is valid for up to 30 Days.

Due to the instability in the metals markets, prices are subject to change without notice and may affect the price of this project.

Page 1 of 3

Project: Add Bottom safety Edges, Add Kill Switches under controls

Industrial Door Company proposes to furnish the following and Install for the sum of \$1,920.00

ADD SAFETIES

REFERENCE SERVICE CALL S040765 COMPLETED 9-8-23

Pricing does not include service call, and is for work yet to be completed.

Industrial Door Company to add pneumatic bottom reversing safety edges to Qty. (4) existing 12' x 12' Overhead Sectional Doors.

One opening to be worked on at a time.

SCOPE:

- Sallyport Overhead doors - One opening to be worked on at a time.
- Block off opening, take door out of service.
- Remove existing astragal
- Install new pneumatic bottom edge including air switch, tubing, electrical box, cover, and coil cord
- Connect new safety device to overhead door operator
- Test and adjust door for normal operation and ensure safety device functionality.
- Return Door to service

30 warranty on labor only

No warranty on existing/re-used materials

Work to be completed during normal hours of the trade

Materials and installation: \$1,920.00

~Terms and General Conditions, Responsibilities, Important Information, Important Additional Information, Erection Conditions, Guaranties and Warranties are found on the Industrial Door Company Website, www.industrialdoor.com/contracts/, and are part of this Estimate and Contract as if printed on this page.

~ Primary Quote is shown on this page. Any alternative quotes may be shown here or on the following page(s).

~ Above Estimate does not include temporary repairs unless stated in the face of this Estimate & Contract.

Taxes: Not Included
Delivery Shall Be: By Agreement
Guarantee: Standard

Terms: COD

☒ After Approval of Drawings and Field Dimensions

Chicago License: GC04290D

Work Not Included:

All estimates are subject to IDC Terms and General Conditions and when accepted by the customer, subject to the final approval of an officer of this company.

Accepted by: _____ Accepted for IDC by: _____

Date: _____ Title: _____

We take care of your doors so you can take care of business!

1555 Landmeier Rd
(847)258-5620
www.industrialdoor.com

ESTIMATE & CONTRACT

Elk Grove Village, IL 60007
(847)574-8303 Fax
idc@industrialdoor.com



Job Site: City of Crest Hill
20701 Patrick Drive
Crest Hill, IL 60441
Attn: Don Seeman Owner (invoices)

Bill To:

Attn:

Date: 10/13/2023
Salesman: Mario Castaneda
Estimate #: 73270

This Estimate & Contract is valid for up to 30 Days.
Due to the instability in the metals markets, prices
are subject to change without notice and may affect
the price of this project.

Page 2 of 3

Project: Add Bottom safety Edges, Add Kill Switches under controls

Lead time 5-10 business days

REFERENCE SERVICE CALL S040765 COMPLETED 9-8-23

\$1,430.00

Pricing does not include service call, and is for work yet to be completed.

Industrial Door Company to add Kill Switch under existing door control stations.

One opening to be worked on at a time.

SCOPE:

- Sallyport Overhead doors - One opening to be worked on at a time.
- Block off opening, take door out of service, disconnect electrical.
- Add and mount new 2"x4" electrical box, single pole toggle switch, and cover.
- Connect new toggle switch to existing circuit to control power to individual motor operators.
- Reconnect power
- Test and adjust doors for normal operation and ensure safety device functionality.
- Return Door to service

30 warranty on labor only

No warranty on existing/re-used materials

Work to be completed during normal hours of the trade

Materials and installation: \$1,430.00

Lead time 5-10 business days

All terms, conditions, responsibilities, agreements, limitations, references, Terms and Conditions, signatures, etc. on page 1 of this Estimate and Contract are in full effect and force on this page of the Estimate and Contract as if they appeared on these pages.

We take care of your doors so you can take care of business!



Agenda Memo**Crest Hill, IL**

Meeting Date: February 5, 2024

Submitter: Raymond R. Soliman *R-S*

Department: Mayor's Office

Agenda Item: Approval of an Ordinance Creating a Class Q BYOB Permit for Retail Tobacco Stores Within the City of Crest Hill

Summary: Per our past discussions, I am requesting city council concurrence on creating a Class Q BYOB Permit for retail tobacco stores in the City of Crest Hill.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

ORDINANCE NO. _____

AN ORDINANCE CREATING A CLASS Q BYOB PERMIT FOR RETAIL TOBACCO STORES WITHIN THE CITY OF CREST HILL

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

WHEREAS, Section 4-1 of the Illinois Liquor Control Act (235 ILCS 5/4-1) authorizes the Corporate Authorities to determine the number, kind, and classification of liquor licenses that authorize the sale of alcoholic liquor at retail within the City's corporate limits; and

WHEREAS, the Corporate Authorities of the City previously exercised the authority granted by Section 4-1 of the Liquor Control Act, enacting Chapter 5.08 (Alcoholic Beverages) of the City of Crest Hill Code of Ordinances (the "City Code"); and

WHEREAS, pursuant to Section 11-20-3 of the Illinois Municipal Code, the Corporate Authorities of the City have the authority to regulate certain businesses, including Retail Tobacco Stores 65 ILCS 5/11-20-3; and

WHEREAS, the Corporate Authorities have determined that it is necessary and expedient to create a new classification of permit within its Liquor Code, specifically a Bring Your Own Bottle (BYOB) permit, which may be issued only to a Retail Tobacco Store as defined by the Smoke Free Illinois Act; and

WHEREAS, the Corporate Authorities have determined that amending the City Code to include a new classification of BYOB permit available only to a Retail Tobacco Store, as set out in this Ordinance, is in the best interests of the City and its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

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

SECTION 2: There is hereby created a Class Q BYOB Permit within the City of Crest Hill and Title 5 (Business Licenses and Regulations), Chapter 5.08 (Alcoholic Beverages) is hereby amended by adding Sections 5.08.260 through 5.08.300 regarding the Class Q BYOB Permit for Retail Tobacco Stores, as follows:

Section 5.08.260- CLASS Q BYOB PERMIT FOR RETAIL TOBACCO STORES CREATED.

- (A) There is hereby created a Class Q BYOB Permit (Available only to a Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq.). A Class Q BYOB Permit shall authorize the on-premises consumption of a customer's own bottle (BYOB) of unopened beer, wine and/or liquor brought onto the premises of a business operating as a Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. but solely as a complement to the sale, purchase, and/or on-site consumption of tobacco products.
- (B) It shall be expressly permissible for a Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. in the City of Crest Hill to allow customers to bring in their own alcoholic beverages and for the Retail Tobacco Store to provide glassware or other vessels to those customers, provided they have a City-issued Class Q BYOB Permit for the same.

Section 5.08.270- APPLICATION REQUIREMENTS, ELIGIBILITY AND FEE FOR A CLASS Q BYOB PERMIT.

- (A) To qualify for a Class Q BYOB Permit, the Retail Tobacco Store must have a current Class B Tobacco Dealer's License issued by the State of Illinois and a Business License and/or Tobacco Dealer's License issued by the City of Crest Hill. Further, the qualifying business must not be in arrears in any fees owed to the City, and no person owning more than 5% of the business shall have been convicted of a felony or a misdemeanor involving dishonesty, such as fraud or theft.
- (B) The fee for a Class Q BYOB Permit shall be \$1,000.00 annually, and will expire at midnight on December 31, unless renewed for the next calendar year pursuant to Section 5.08.290. The fee for a BYOB Permit issued during the calendar year shall not be prorated and no refund for a partial year shall be made by the City.
- (C) A Class Q BYOB Permit shall not be issued to:
1. A person who is not of good character and reputation in the community. A person who is not a citizen of the United States.
 2. A person who has been convicted of a felony under the laws of the state.
 3. A person who has been convicted of pandering or other crimes or misdemeanors opposed to decency and morality. A person whose Crest Hill Business License has been revoked for cause.
 4. A person who at the time of application for renewal of any liquor license issued hereunder would not be entitled to such license upon a first application.

5. A corporation, if an officer, manager, or director thereof, or any stockholder or stockholders owning in the aggregate more than 5% of the stock of such corporation would not be eligible to receive a Liquor License for any reason other than citizenship and residence within the City.
 6. A person who has been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor after January 31, 1934, or shall have forfeited his or her bond to appear in court to answer charges for any such violation.
 7. A person who does not own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued; a purchaser under the terms of a real estate installment contract shall be deemed to be the owner of the premises for the purpose of this Section.
 8. Any person, association, or corporation which would not be eligible to receive a state retail liquor dealer's license.
- (D) In addition to the foregoing, any Retail Tobacco Store seeking a Class Q BYOB Permit shall have been in business for at least 12 months and have demonstrated compliance with City Ordinances and no inordinate number of calls for police service and no complaints of selling tobacco to minors or underage consumers.
- (E) An applicant seeking a Class Q BYOB Permit shall be required to submit a copy of the lease, deed, or other document demonstrating that the applicant has, or will have, the right to establish the proposed business pursuant to the City of Crest Hill Zoning Ordinance and other applicable Federal, State and/or Local Codes.
- (F) The owner of a qualifying business may apply for the Class Q BYOB Permit by completing the application document provided by the City Clerk, which shall include a sworn statement and an agreement to submit to a background check, and payment of the \$1,000 annual fee, which shall be paid in full before the Permit will be issued. The \$1,000 annual fee is in addition to all other Business License or other fees applicable to businesses within the City of Crest Hill.

SECTION 5.08.280- RESTRICTIONS AND PROHIBITIONS.

- (A) It shall be unlawful and strictly prohibited for any Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. to allow any person to consume alcohol on the premises unless it holds a valid current Class Q BYOB Permit.
- (B) No person under the age of 21 shall be allowed to consume alcohol on the premises of any business holding a Class Q BYOB Permit.
- (C) It shall be unlawful and a violation of the Class Q BYOB Permit for the Permit Holder, Owner, Manager, and/or Employees of the Class Q BYOB Permit holder to allow public intoxication on the business premises and the Class Q BYOB Permit Holder or authorized representative(s) shall promptly remove or have removed any customers who are intoxicated, and, if necessary, shall promptly call for police assistance when necessary.

- (D) A Retail Tobacco Store as defined in Section 10 of the Smoke Free Illinois Act, 410 ILCS 82/1 et. seq. which has been issued a Class Q BYOB Permit shall not allow customers to consume any alcoholic beverage on the premises without first being served cigars or other tobacco products. It shall be unlawful and a violation of the Class Q BYOB Permit to allow customers to consume alcohol without also consuming cigars and/or other tobacco products.
- (E) It shall be unlawful and a violation of the Class Q BYOB Permit for any Retail Tobacco Store, including the holder of a Class Q BYOB Permit, to allow gambling of any kind on the premises. The Class Q BYOB Permit is not considered a pouring license, and a Retail Tobacco Store which is issued a Class Q BYOB Permit shall not be considered a liquor licensee of the City.
- (F) It shall be unlawful and a violation of the Class Q BYOB Permit for any employee or owner of a Retail Tobacco Store issued a Class Q BYOB Permit to consume alcohol on the premises or be intoxicated while working at the premises.
- (G) It shall be unlawful and a violation of the Class Q BYOB Permit to allow consumption of alcohol outside the Permitted Business.
- (H) A Class Q BYOB Permit Holder shall also provide storage lockers and/ or a secured storage area for customers to keep their alcoholic beverages on premises, but each such individual locker shall be keyed or coded individually so that no one other than the customer assigned that locker shall have access to it. The Class Q BYOB Permit Holder may maintain a master key or combination for the purposes of cleaning out the lockers in the event of disuse by a customer or other legitimate business reasons.
- (I) No opened alcohol may be removed from the premises. If a locker is unavailable, the Class Q BYOB Permit Holder shall provide a designated secured area for the storage of unconsumed alcohol or discard any opened alcohol.
- (J) The hours of a Retail Tobacco Store holding a CLASS Q BYOB Permit shall be limited to the hours that the Retail Tobacco Store is open to the public. However, the CLASS Q BYOB Permit shall allow on-premises alcohol consumption for private or after-hours events held at the Retail Tobacco Store provided that the on-site consumption of alcohol shall in no event be allowed during the prohibited times as outlined in Section 5.08.180 of the Crest Hill City Code.
- (K) The Retail Tobacco Store holding a Class Q BYOB Permit shall be permitted to charge a fee for providing glassware, ice, or opening bottles, which is sometimes known as "corkage fee." However, the owner and employees of the Class Q BYOB Permit Holder shall not be permitted to pour any alcoholic beverage. The Class Q BYOB Permit holder shall also be permitted to charge locker fees.
- (L) The Class Q BYOB Permit Holder shall also provide to the City a certificate of insurance reflecting General Liability in the amount of \$1,000,000 each occurrence, and Liquor Liability coverage \$250,000 each occurrence. At the time of Permit issuance (and renewal), and at any time the foregoing insurance policies are renewed or changed, the Class Q BYOB Permit Holder shall provide to the City a certificate of insurance naming the City of Crest Hill as an additional insured on the Permittee's General Liability and Liquor Liability Insurance Policies.

- (M) The Class Q BYOB Permit Holder shall defend, indemnify, and hold harmless the City of Crest Hill, its agents, employees, elected and appointed officials from any and all claims or causes of action arising out of the consumption of alcoholic beverages on the premises. The City shall have the sole ability and right to choose defense counsel on any such claim for which the Class Q BYOB Permit Holder is obligated to defend and indemnify the City.
- (N) Any violation of this Section shall be considered grounds for suspension or revocation of the Class Q BYOB Permit by the Mayor who may decide to suspend or revoke the Permit, but only after a hearing which shall be held within 14 days of service of written notice of the alleged violation on the Class Q BYOB Permit Holder. In the event of suspension or revocation, the Permit Holder may appeal to the City Council, whose majority decision shall stand as the final administrative act of the City.

SECTION 5.08.290- TERM OF PERMIT; RENEWALS; FORFEITURES.

- (A) Term of Permit: A Class Q BYOB Permit shall be valid until December 31 following issuance, unless sooner terminated, revoked, or suspended as provided in this Section, and shall be renewed on or before January 15 of the following year.
- (B) Renewal of Permit: Any Class Q BYOB Permit Holder may apply for renewal of the Permit at the expiration thereof, provided that the Permit Holder remains qualified to receive a Class Q BYOB Permit and the premises for which such renewed Permit is sought continues to be suitable for such purpose. The renewal of any Class Q BYOB Permit is not and shall not be construed as a vested right which shall in any case prevent the Liquor Control Commissioner and City Council from decreasing or increasing the number of Class Q BYOB Permits to be issued within the City.
- (C) Cessation Of Business; Forfeiture Of Permit: Any Class Q BYOB Permit Holder who ceases to do business or closes the Retail Tobacco Store business for a period of more than thirty (30) successive days shall be subject to having the Class Q BYOB Permit declared forfeited and lapsed by order of the Local Liquor Control Commissioner.
- (D) Failure To Renew: Failure to renew a Class Q BYOB Permit, including the full payment of the required Permit fee, prior to January 15 of the following year may be considered by the Local Liquor Control Commission as the Permit Holder's abandonment of any request to renew the Permit.

SECTION 5.08.300- REVOCATION; SUSPENSION; PENALTIES; FINES; COSTS.

- (A) The Local Liquor Control Commissioner or appointed Deputy Local Liquor Control Commissioner may revoke or suspend a Class Q BYOB Permit if it is determined that the Permit Holder has violated any of the provisions of the Liquor Control Act, any provision of this Code, or any applicable rule or regulation established by the Local Liquor Control Commissioner or the Illinois Liquor Control Commission which is not inconsistent with law. In addition to any suspension or revocation, the Local Liquor Control Commissioner or Deputy Local Liquor Control Commissioner may levy a fine on the Permit Holder.
- (B) Any Class Q BYOB Permit Holder violating any provision of Sections 5.08.260,

5.08.270, 5.08.280, 5.08.290, or 5.08.300 shall be fined not less than \$250 nor more than \$750.00 for each offense; and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

- (C) In addition to any other penalties imposed pursuant to this Section, any person who violates any regulation of this Sections 5.08.260, 5.08.270, 5.08.280, 5.08.290, or 5.08.300 may be required to complete a duly licensed Beverage Alcohol Sellers and Servers Education and Training ("BASSET") program. Failure to complete the BASSET program when so required shall constitute a violation of this Code and may result in suspension or revocation of the Class Q BYOB Permit.
- (D) The imposition of a fine under this section shall not affect the right of the Local Liquor Commissioner to seek the imposition of additional penalties, including but not limited to, suspension or revocation of the Permit due to any alleged violations.
- (E) The total number of BYOB Permits issued to Retail Tobacco Stores shall be one (1).

SECTION 3: In the event that any provision or provisions, portion or portions, or clause or clauses of this Ordinance shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Ordinance that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 4: That all ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Ordinance, are hereby repealed to the extent of the conflict.

SECTION 5: That the City Clerk is hereby directed to publish this Ordinance in pamphlet form.

SECTION 6: That this Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

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PASSED THIS 5TH DAY OF FEBRUARY, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo

Crest Hill, IL

Meeting Date: February 5, 2024
Submitter: Mayor Raymond R. Soliman R.S.
Department: Mayor's Office
Agenda Item: Appointment-Audio/Visual Services

Summary: I am asking for city council concurrence to approve a consulting agreement with Jeffrey C. Prah to provide Audio/Visual Services to the City of Crest Hill effective immediately.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

RESOLUTION NO. _____

A RESOLUTION APPROVING A CONSULTING AGREEMENT WITH JEFFREY C. PRAH TO PROVIDE CABLE TELEVISION BROADCASTING AND AUDIO/VISUAL SERVICES TO THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS

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

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

WHEREAS, the City of Crest Hill is in need of a consultant to provide cable television broadcasting and audio/visual services following the resignation of Ron Romero and Stage Right Events; and

WHEREAS, Jeffrey C. Prah, individually, d/b/a Jeffrey C. Prah ("Prah") is in the business of providing cable television broadcasting and audio/visual services (the "Services"); and

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

WHEREAS, City Staff have negotiated a Consulting Agreement (the "Agreement") with Prah for the purposes of engaging Prah to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation

the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with Prah.

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 5TH DAY OF FEBRUARY, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made this _____ day of _____, 20__, by and between Jeffrey C. Prah, individually, d/b/a Jeffrey C. Prah (“Prah”) and the City of Crest Hill, an Illinois Municipal Corporation (“City”).

WHEREAS, City is desirous of obtaining technical advice, counseling and services concerning cable television and YouTube broadcasting of its City Council meetings; and

WHEREAS, Prah has the skill, capabilities and staff with the requisite skill and training to provide Audio/Visual services to the City regarding the cable television and YouTube broadcasting of its City Council Meetings (the “Services”) to City.

In consideration of good and valuable consideration the receipt and sufficing of which are hereby acknowledged, City and Prah agree as follows:

1. **Relationship of the Parties.** Prah enters into this Agreement as, and shall continue to be, an independent Contractor. The Services shall be performed only by Prah and Prah’s employees, interns, and/or volunteers. Under no circumstances shall Prah, or any of Prah’s employees or interns look to City as his/her employer, or as a partner, agent or principal. Neither Prah, nor any of Prah’s employees/volunteers, shall be entitled to any benefits accorded to City’s employees, including without limitation worker’s compensation, disability insurance, vacation, sick pay, holiday pay, leave of type, or paid time off. Prah shall be responsible for providing, at Prah’s sole expense, and in Prah’s name, unemployment disability, worker’s compensation and other insurance as required by law, as well as licenses and permits usual or necessary for the provision of the Services. Prah shall be solely responsible for all personnel decisions necessary to carry out the terms of this Agreement and the provision of the Services. At no time shall City have any authority to hire, terminate, discipline or direct the work of Prah or any of Prah’s employees. Interns or volunteers.
2. **Services and Fees.** Prah shall provide to City the following audio/visual consulting and cable television and YouTube broadcasting services at the rates described herein.
 - a. *Live Broadcast of Regularly Scheduled City Council Meetings:* (two (2) per month) at two hundred dollars (\$200.00) per meeting. Includes four (4) hours of time prior to the meeting for the following:
 - Update/maintain cable scroll
 - Uploading videos submitted by other groups permitted by City policy
 - Program videos as necessary to air meeting
 - Any and all scheduled maintenance
 - Upload of Meetings to YouTube channel
 - b. *Plan Commission Meetings:* (one (1) per month as necessary) at one hundred dollars (\$100.00) per meeting. Includes all taping and programming necessary to air meeting.

- c. *Special Events*: Two hundred dollars (\$200.00) per event. Includes a second tech and use of City's portable video cameras and related production gear. Includes Memorial Day, Lidice Ceremony, school graduations, etc. as directed by the City Administrator or Mayor.
 - d. *Unscheduled Maintenance, Emergency Call-Outs, or Scheduled Hardware/Software Installations/Maintenance*: (Monday-Friday, 8 a.m. – 5 p.m.) at one hundred dollars (\$100.00) for the first (4) hours. Starting at hour 5, the rate will be twenty-five dollars (\$25.00) per hour.
 - e. *Unscheduled Maintenance, Emergency Call-Outs*: One hundred Fifty dollars (\$150.00) for the first four (4) hours of call-out time for unscheduled maintenance or emergency call-outs outside regular business hours as defined in section 2(d) herein. Starting at hour 5, the rate will be twenty-five dollars (\$25.00) per hour.
3. **Personnel.** Prah represents and warrants to City that his employees, interns, or volunteers performing Services hereunder will have sufficient expertise, training, and experience to accomplish the Services. Prah agrees that all its personnel shall be compensated, taxes withheld, and other benefits made available as required by applicable law and regulations.
 4. **Equipment.** City shall provide all cable television, audiovisual and technology equipment necessary to carry out the Service at City's sole expense. All equipment shall remain at all times sole property of the City. At no time shall any of the equipment be used by Prah or his employees, interns, or volunteers for and purpose not covered by Section 2 of this Agreement.
 5. **Term.** This Agreement shall be effective upon the date of the last party's signature, but only upon the approval of the City Council and shall remain in effect until May 31, 2025, unless earlier terminated pursuant to this Section 5. The Agreement shall be considered extended for up to five (5) additional one-year extension periods if neither party provides written notice of their intent to terminate within thirty (30) days of May 31, 2025, or within thirty (30) days of May 31 of any extension year, or terminated early pursuant to this Section 5. Either party may terminate this Agreement for any reason or no reason at all by providing thirty (30) days' written notice to the other party.
 6. **Intellectual Property.** All meetings and events recorded pursuant to this Agreement is and shall remain the sole and exclusive property of the City. At no time shall Prah, his employees, interns, or volunteers be permitted to rebroadcast, distribute, or otherwise use any recordings created for the City under the terms of this Agreement without the written approval of the City Council.
 7. **Attorney's Fees.** Should either party hereto or any heir, personal representative, successor or assign of either party hereto resort to legal proceedings in connection with this Agreement or Prah's relationship with the City, the prevailing party in such legal proceedings shall be entitled to recover from the non-prevailing party, in addition to such other compensatory damages or relief as may be granted, reasonable attorney's fees and costs.
 8. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles.

9. **Entire Agreement; Amendment.** This Agreement contains the entire agreement and understanding between the parties hereto and supersedes any prior or contemporaneous written or oral agreements, representations and warranties between them respecting the subject matter hereof. This Agreement may be amended only by a writing signed by Prah and by a duly authorized representative of the City.
10. **Severability.** If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.
11. **Construction.** The headings and captions of this Agreement are provided for effect, convenience only and are intended to have no effect in construing or interpreting this Agreement. The language in all parts of this Agreement shall be in all cases construed according to its fair meaning and not strictly for or against either party. It is agreed that, in the construction and interpretation of the terms of this Agreement, the rule of construction that a document is to be construed most strictly against the party who prepared the same will not be applied, it being agreed that both parties hereto have participated in the preparation of the final form of this Agreement.
12. **Non-waiver.** No failure or neglect of either party hereto to any instance to exercise any right, power or privilege hereunder or under law shall constitute a waiver of any other right, power or privilege or of the same right, power or privilege in any other instance. All waivers by either party hereto must be contained in a written instrument signed by the party to be charged and, in the case of the City, by the Mayor or other person duly authorized by the City Council.
13. **Notices.** All notices, requests, and other communications under this Agreement shall be in writing and shall be personally delivered or sent by certified mail, postage prepaid, return receipt requested, by facsimile, or by licensed overnight courier to the appropriate party at their address on the signature page of this Agreement. Notice shall be deemed given at the time delivered, if personally delivered, at the time indicated on the duly completed postal service return receipt, if delivered by certified mail, at the time the facsimile is transmitted, if delivered by facsimile, or on the next business day after such notice is sent, if delivered by overnight courier. Any notice shall be deemed duly given if deposited in the mail, postage prepaid and sent by certified mail, addressed to the party at the address included herein or at such other address as such party shall have specified by notice given in the same manner.
14. **Non-Assignability.** This Agreement is personal as to Prah and may not be assigned or transferred by him in any manner whatsoever.
15. **Disputes.** Any controversy, claim or dispute arising out of or relating to this Agreement or the relationship, either during the existence of the relationship or afterwards, between the parties hereto, their assignees, their affiliates, their attorneys, or agents, shall be litigated solely in the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois. Each party (1) submits to the jurisdiction of such court, (2) waives the defense of an inconvenient forum, (3) agrees that

valid consent to service may be made by mailing or delivery of such service to the Illinois Secretary of State (the “Agent”) or to the party at the party’s last known address, if personal service delivery cannot be easily effected, and (4) authorizes and directs the Agent to accept such service in the event that personal service delivery cannot easily be effected.

16. **Defense, Indemnity and Hold Harmless.** Prah agrees to defend, indemnify and hold harmless City of and from any loss, attorneys' fees, expenses or claims arising out of any such damage or injury to person or property and acknowledges and agrees that his indemnity obligations hereunder cover and relate to, without limitation, any negligent action and/or omission (whether joint, comparative or concurrent) of City’s elected officials, servants and employees, and in no way shall limit or waive any other legal defenses to such claims under the Illinois Governmental and Governmental Employees’ Tort Immunity Act.

{Signature Page to Follow}

Jeffrey C. Prah

By: _____ Date _____

CITY OF CREST HILL

By: _____ Date _____
Raymond R. Soliman
Mayor

ATTEST:

By: _____ Date _____
Christine Vershay-Hall
City Clerk

DRAFT



Agenda Memo

Crest Hill, IL

Meeting Date: February 5, 2024
Submitter: Raymond R. Soliman *R.S.*
Department: Mayor's Office
Agenda Item: Appointment-Interim Public Works Director

Summary: I am asking for city council concurrence to appoint Michael Eulitz for the position of part-time Interim Public Works Director effective Tuesday, February 6, 2024 contingent until a background check and medical check can be completed.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPOINTMENT OF MICHAEL EULITZ AS
PART-TIME INTERIM PUBLIC WORKS DIRECTOR AND APPROVING AN
EMPLOYMENT CONTRACT WITH MICHAEL EULITZ FOR THE POSITION OF
PART-TIME INTERIM PUBLIC WORKS DIRECTOR**

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

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

WHEREAS, the City of Crest Hill is currently in need of an Interim Public Works Director following the resignation of its current Public Works Director, effective February 9, 2024; and

WHEREAS, the Mayor has appointed Michael Eulitz ("Eulitz") as the Part-Time Interim Public Works Director for the City of Crest Hill; and

WHEREAS, the City Council has determined that said appointment should be approved and has so approved the appointment by a majority consent of the City Council pursuant to Section 2.50.040 of the Crest Hill Code of Ordinances.

WHEREAS, Eulitz is ready, willing, and able to perform the duties of Part-Time Interim Public Works Director ("Duties") for the City; and

WHEREAS, City Staff have negotiated an Employment Agreement (the "Agreement") with Eulitz for the purposes of engaging Eulitz to perform the Duties (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to Approve the Appointment of Eulitz and enter into the Agreement with Eulitz.

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

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

SECTION 2: MICHAEL EULITZ APPOINTED AS PART-TIME INTERIM PUBLIC WORKS DIRECTOR. The City Council by majority consent hereby appoints Michael Eulitz as Part-Time Interim Public Works Director.

SECTION 3: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with Eulitz.

SECTION 4: 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 5: 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 6: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Intentionally Blank]

PASSED THIS 5TH DAY OF FEBRUARY, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EMPLOYMENT AGREEMENT BETWEEN THE CITY OF CREST HILL, ILLINOIS
AND MICHAEL C. EULITZ

This Employment Agreement made and entered into this 5th day of February, 2024, by and between the CITY OF CREST HILL, State of Illinois, an Illinois municipal corporation, hereinafter referred to as the "Employer" and Michael C. Eulitz, hereinafter referred to as the "Employee".

W I T N E S S E T H:

WHEREAS, the Employer desires to retain the services of Employee and Employee desires to be employed by the Employer. Accordingly, Employee and the Employer wish to reflect certain agreements regarding their relationship.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein the parties agree as follows:

Section 1: Term

This Agreement shall commence on the Effective Date as hereinafter set forth below and shall remain in full force and effect from such Effective Date and shall terminate at the occurrence of the earlier of the following: 1) September 5, 2024; 2) Employee has worked 999 hours, or 3) this Employment Agreement is otherwise terminated as hereinafter provided.

Nothing in this Agreement shall create any property right or other right to a continuation of Employee's employment. No act of the Mayor, any City Council Member, any City employee, or any legal representative or other agent of the City shall create any such property right or any such other right unless specifically ratified in writing by the City Council.

Section 2: Duties and Authority

- A. The Employer agrees to employ Employee, as Part-Time Interim Public Works Director, to perform the functions and duties specified generally in Section 2.50.030 of the Crest Hill, Illinois Code of Ordinances (the "Code") and to perform other legally permissible and proper duties and functions consistent with the position of Interim Public Works Director, as may be assigned to him from time to time.
- B. The Employee shall work 4 days (35 hours) per week and attend City Council Meetings or City Council Work Sessions as required to perform the duties of his position. However, the combination of work hours and meeting attendance shall be limited to no more than 35 hours per week and shall not total more than 999 hours annually.
- C. The Employee shall be subject to and required to follow the Crest Hill Employee Handbook.

D. The Employee shall submit to the City Finance Department weekly timecards showing the hours and days worked.

Section 3: Compensation

A. Hourly Wage: Employer agrees to pay Employee an hourly wage of Sixty Dollars (\$60.00) payable in the same manner that all other part time hourly employees of the City are paid.

B. Employer shall make all customary and usual withholdings and payroll deductions.

C. Employee will be a part-time employee rather than an independent contractor, and Employee shall not be a member of any union.

Section 4: Retirement and Insurance Benefits

A. The Employee agrees that Employee shall not receive any insurance benefits, including but not limited to health insurance, dental insurance, and vision insurance.

B. As a limited exception to the foregoing, Employer agrees to provide general liability, worker's compensation, and automobile liability insurance covering Employee when operating a City owned vehicle.

C. The Employee agrees that Employee shall not be afforded access to the Illinois Municipal Retirement Fund (IMRF) on account of his employment with the City.

Section 5: Paid Leave

A. Upon commencing employment, the Employee shall receive only the standard amount of paid leave provided to part-time non-union employees pursuant to the Crest Hill Employee Handbook and City Policy.

Section 6: Termination

A. This contract is terminable at will without cause by either party upon submission of 30 days' written notice in accordance with the notice provisions of this Agreement.

B. This contract may also be terminated by the City upon 14 days' written notice if the City hires a permanent, full-time Public Works Director.

C. The City further reserves the right to terminate the Employee for cause, as set forth in this Section. Termination for cause shall be immediate, without any requirement for prior written notice. For purposes of this Agreement, "cause" shall include, but not be limited to, the following:

1. Employee is convicted or given court supervision, conditional discharge, or probation for any illegal act involving moral turpitude, theft, dishonesty, the use, possession or sale of illegal drugs, any illegal conduct involving personal gain to himself or otherwise;
2. Employee commits a violation of State statutes or City ordinances or policies relating to the duties of the Public Works Director;
3. Employee fails to follow the official lawful directions and policies of the City, as established by the Mayor and City Council, or fails to follow the lawful directives of the City Administrator or Interim City Administrator; and
4. Employee commits an act of dishonesty or misconduct while on duty or otherwise in the performance of his duties set forth in this Agreement.

Section 7: Resignation

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days' notice unless the parties agree otherwise in writing and shall be entitled only to compensation for time worked through the last date actually worked.

Section 8: Hours of Work

Although generally, the hours required by this agreement shall be during normal business hours, it is recognized that the Employee may need to devote time outside the normal office hours of business for the Employer in the performance of the duties covered by this Agreement.

Section 10: Attorney's Fees

If any party commences a legal proceeding to enforce any of the terms of this Agreement, the prevailing party in such action shall have the right to recover reasonable attorney's fees, costs, and expert fees from the other party to be fixed by the court in the same action.

Section 11: Notices

All notices to be given under this Agreement shall be in writing and shall be delivered personally to the parties indicated below, sent by overnight courier or deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

If to Employer:	City of Crest Hill 20600 City Center Blvd. Crest Hill, IL 60403 Attention: Mayor
If to Employee:	Michael C. Eulitz 2905 Vimy Ridge Dr. Joliet, IL. 60435

Notice personally delivered shall be effective on the date of delivery. Notice by overnight courier shall be deemed to be given on the first business day after deposit with the overnight courier. Notice by registered or certified mail shall be deemed given on the second business day after deposit in the United States Mail as aforesaid.

Section 12: General Provisions

- A. This agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendment shall be incorporated and made a part of this Agreement.
- B. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Employer and Employee and their respective successors and assigns, except that neither party may assign its rights under this Agreement without the prior written consent of the other party.
- C. Waiver. No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the party giving such waiver and no such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.
- D. Headings. The section and subsection headings contained herein are for convenience of the parties only and are not intended to define or limit the context of said sections and subsections.
- E. Severability. The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable, and the Agreement may be enforced with such provisions severed or as modified by the court.
- F. Governing Law; Venue. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court, Twelfth Judicial Circuit, Will County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.
- G. This Agreement may be executed in two or more counterparts, each of which may be deemed to be an original.

H. Effective Date. This Agreement shall become effective as of February 6, 2024.

{SIGNATURE PAGE TO FOLLOW}

IN WITNESS WHEREOF, the Employer and Employee have executed this Agreement on the day and year first above written.

EMPLOYER:

CITY OF CREST HILL,
An Illinois Municipal corporation,

BY: _____
Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EMPLOYEE:

Michael C. Eulitz



Agenda Memo

Crest Hill, IL

Meeting Date: February 5, 2024
Submitter: Raymond R. Soliman *RS*
Department: Mayor's Office
Agenda Item: Appointment-Interim City Administrator

Summary: I am asking for city council concurrence to appoint Tony Graff for the position of Interim City Administrator effective February 12, 2024, and for the approval of the employee leasing agreement with Gov Temps USA.

Recommended Council Action: Approval

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE APPOINTMENT OF ANTON GRAFF AS
INTERIM CITY ADMINISTRATOR AND APPROVING AN EMPLOYEE LEASING
AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND
GOVTEMPSUSA, LLC FOR ANTON GRAFF'S SERVICES AS INTERIM CITY
ADMINISTRATOR**

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

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

WHEREAS, the City of Crest Hill is currently without a City Administrator following the termination of the Consulting Agreement with Hassert Consulting for the services of Steve Gulden; and

WHEREAS, GOVTEMPSUSA, LLC (the "Company"), is a division of MGT of AMERICA CONSULTING, LLC, national public-section staffing firm specializing in the temporary placement of positions in local government (the "Services"); and

WHEREAS, the Mayor has appointed Anton Graff ("Graff") as the Interim City Administrator for the City of Crest Hill; and

WHEREAS, the City Council has determined that said appointment should be approved.

WHEREAS, the Company is willing and able to lease its employee, Anton Graff, to the City of Crest Hill as the Interim City Administrator; and

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

WHEREAS, City Staff have negotiated an Employee Leasing Agreement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Services (a copy of the Agreement is attached hereto as Exhibit A and fully incorporated herein); and

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

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to approve the Appointment of Anton Graff as Interim City Administrator and enter into the Agreement with the Company

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

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

SECTION 2: ANTON GRAFF APPOINTED AS INTERIM CITY ADMINISTRATOR. The City Council hereby approves the appointment of Anton Graff as Interim City Administrator.

SECTION 3: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (Exhibit A) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take all other actions, including without limitation the execution and delivery of all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

SECTION 4: 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 5: 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 6: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and publication according to law.

[Left Intentionally Blank]

PASSED THIS 5TH DAY OF FEBRUARY, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

EMPLOYEE LEASING AGREEMENT

THIS EMPLOYEE LEASING AGREEMENT (this "Agreement") is made by **GOVTEMPSUSA a division of MGT of AMERICA CONSULTING, LLC** ("GovTemps"), and the **CITY OF CREST HILL** (the "Client"). GovTemps and the Client can be individually identified as a ("Party") and collectively as the ("Parties"). GovTemps and the Client agree as follows:

SECTION 1 SCOPE OF AGREEMENT

Section 1.01. Assigned Employee. The Client will lease certain employees of GovTemps, and GovTemps will lease to the Client, the personnel identified in attached Exhibit A, (the "Assigned Employee"). **Exhibit A** identifies the temporary position and/or assignment (the "Assignment") each Assigned Employee will fill at the Client, and it further identifies the base compensation for each Assigned Employee, as of the effective date of this Agreement. **Exhibit A** may be modified from time to time by an amended Exhibit A signed by both GovTemps and the Client. GovTemps has the sole authority to assign and/or remove the Assigned Employee, provided however, that the Client may request, in writing, that GovTemps remove or reassign the Assigned Employee which removal or reassignment shall not be unreasonably withheld by GovTemps. The Parties understand and acknowledge that the Assigned Employee is subject to the Client's day-to-day supervision.

Section 1.02. Independent Contractor. GovTemps is and remains an independent contractor, and not an employee, agent, partner of, or joint venturer with, the Client. GovTemps has no authority to bind the Client to any commitment, contract, agreement or other obligation without the Client's express written consent.

SECTION 2 SERVICES AND OBLIGATIONS OF GOVTEMPS AND CLIENT

Section 2.01. Payment of Wages. GovTemps will, to the extent applicable and /or required by law, timely pay the wages and related payroll taxes of the Assigned Employee from GovTemp's own account in accordance with federal and Illinois law and GovTemps' standard payroll practices. GovTemps will withhold from such wages all applicable taxes and other deductions elected by the Assigned Employee. The Client acknowledges that GovTemps may engage a financial entity to maintain its financing and record keeping services, which may include the payment of wages and related payroll taxes in accordance with this Section 2.01. The Client agrees to cooperate with GovTemps and any such financial entity to ensure timely payment of wages, related payroll taxes, and any applicable fees pursuant to this Section 2.01. As to Assigned Employees, GovTemps will comply with the Immigration Reform and Control Act of 1986, Title VII of the Civil Rights Act of 1964, as amended, (Title VII), the Americans With Disabilities Act of 1990 (ADA), the Age Discrimination in Employment Act (ADEA), the Equal Pay Act of 1963, the Civil Rights Acts of 1866 and 1871 (42 U.S.C. § 1981), the Family and Medical Leave Act of 1993, the Fair Labor Standards Act of 1938, the National Labor

Relations Act, the Employee Retirement Income Security Act (“ERISA”) of 1974, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision regulating wages and the payment of wages, prohibiting employment discrimination or otherwise establishing or relating to rights of Assigned Employee.

Section 2.02. Workers’ Compensation. To the extent required by applicable law, GovTemps will maintain in effect workers’ compensation coverage covering its Assigned Employee’s work in an Assignment. Any applicable coverage under this Agreement terminates on the Termination Date of this Agreement. It is understood and agreed that the Client shall be under no obligation to reimburse or indemnify GovTemps for the workers compensation claims of the Assigned Employee(s) and GovTemps agrees to not seek any such reimbursement and/or indemnification; provided, however, that, this provision shall not apply and the Client shall be obligated to reimburse and hold GovTemps harmless for all loss and expense incurred as a result of such workers compensation claims in the event the Client engaged in intentional, reckless or grossly negligent misconduct relating thereto.

Section 2.03. Employee Benefits. GovTemps will provide to Assigned Employee those employee benefits identified in the attached **Exhibit B**. GovTemps may amend or terminate any of its employee benefit plans according to their terms. All employee benefits, including severance benefits for Assigned Employee will be included in Fees payable to GovTemps under Section 3.01 of this Agreement.

Section 2.04. Maintenance and Retention of Payroll and Benefit Records. GovTemps will maintain records of all wages and benefits paid and personnel actions taken by GovTemps in connection with any of the Assigned Employees. GovTemps will retain control of such records and make them available for inspection as required by applicable federal, state or local laws.

Section 2.05. Other Obligations of GovTemps. GovTemps will comply with any federal, state and local law applicable to its Assigned Employee(s).

Section 2.06. Direction and Control. The Parties agree and acknowledge that, with relation to the work to be performed by the Assigned Employee for Client hereunder, the Client has the right of direction and control over the Assigned Employee, including matters of discipline, excluding removal or reassignment, as provided for by Section 1.01. The Assigned Employee(s) will be supervised, directly and indirectly, and exclusively with regard thereto by the Client's supervisory and managerial employees and shall be deemed and considered a “public employee” under the Illinois Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq., and specifically as an agent, volunteer, servant or employee” under Section 1-102 thereof with respect to the work performed for the Client hereunder.

Section 2.07. Obligations of the Client. Pursuant to this Agreement the Client covenants, agrees and acknowledges:

(a) The Client will provide the Assigned Employee with a suitable workplace, that complies with US Occupational Safety and Health Administration (“OSHA”) statutes and regulations, and all other health and safety laws, regulations, ordinances, directives,

and rules applicable to the Assigned Employee and the Assigned Employee's workplace. The Client agrees to comply, at its expense, with all health and safety directives from GovTemps' internal and external loss control specialists, GovTemps' workers' compensation carrier, or any government agency having jurisdiction over the place of work. The Client will provide and ensure use of all functional personal protective equipment as required by any federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by GovTemps' workers' compensation carrier. GovTemps and/or its insurance carriers have the right to inspect the Client's premises to ensure that the Assigned Employee is not exposed to an unsafe work place. GovTemps' rights under this paragraph do not diminish or alter the Client's obligations to the Assigned Employee under applicable law, or its obligations to GovTemps under this Agreement;

(b) With respect to the Assigned Employee, the Client will comply with all applicable labor and employment-related laws and regulations, and any other federal, state or local statute, state constitution, ordinance, order, regulation, policy or decision, prohibiting employment discrimination, or otherwise establishing or relating to the terms and conditions of Assigned Employee's Assignment;

(c) The Client retains the right to exert sufficient direction and control over the Assigned Employee as is necessary to conduct the Client's business and operations, without which, the Client would be unable to conduct its business, operation or to comply with any applicable licensure, regulatory or statutory requirements;

(d) The Client cannot remove or reassign the Assigned Employee unless mutually agreed to in writing by GovTemps and the Client in accordance with Section 1.01 of this Agreement. Client will timely confer with GovTemps regarding any concern or complaint regarding Assigned Employee's performance or conduct under this Agreement;

(e) The Client will not pay wages, salaries or other forms of direct or indirect compensation, including employee benefits, to Assigned Employee. Client represents that its actions under this Agreement do not violate its obligations it may have under any collective bargaining agreement;

(f) The Client must report to GovTemps any injury to any Assigned Employee of which it has knowledge within twenty-four (24) hours of acquiring such knowledge. If any Assigned Employee is injured in the course of performing services for the Client, the Client must follow the procedures and practices regarding injury claims and reporting; and

(g) The Client must report all on the job illnesses, accidents and injuries of the Assigned Employee to GovTemps within twenty-four (24) hours following notification of said injury by Assigned Employee or Assigned Employee's representative.

SECTION 3 FEES PAYABLE TO GOVTEMPS

Section 3.01. Fees. The Client will pay GovTemps fees for the services provided under this Agreement as follows:

- (a) The base compensation as fully identified on **Exhibit A**, as amended; plus
- (b) Any employee benefits GovTemps paid to the Assigned Employee as identified on **Exhibit B** (if applicable), including, but not limited to, salary; wages; commissions; bonuses; sick pay; workers' compensation, health and other insurance premiums; payroll, unemployment, FICA and other taxes; vacation pay; overtime pay; severance pay; monthly automobile allowances, and any other compensation or benefits payable under any applicable GovTemps pension and welfare benefit plan or federal, state or local laws covering the Assigned Employee.

Section 3.02. Payment Method. Every two (2) weeks during the term of this Agreement, GovTemps will invoice in writing the Client for the fees owed under this Agreement. Within thirty (30) days following receipt of such invoice, the Client must pay all invoiced amounts by check, wire transfer or electronic funds transfer to GovTemps to an account or lockbox as designated on the invoice. Late payments will be subject to all applicable interest payments or service charges provided by state or local law. In addition to charging interest or service charges provided by applicable law, GovTemps may, upon written notice to Client, suspend performance of services under this Agreement while any amount due is past due and remains unpaid.

SECTION 4 INSURANCE

Section 4.01. General and Professional Liability Insurance.

(a) The Client must maintain in full force and effect at all times during the term of this Agreement a Comprehensive (or Commercial) General Liability policy and Professional Liability insurance policy or policies (the "Policies") insuring the Client, its officials, and employees, with minimum coverage in the amount of \$1,000,000 per occurrence, \$3,000,000 aggregate. In the alternative, as applicable, the Client may maintain in full force and effect at all times during the term of this Agreement a self-insured retention ("SIR") which provides the same minimum coverage limits as set forth above. In the event such SIR exists and applies to this Agreement, the Client agrees to fully discuss the SIR's parameters with GovTemps and its relationship to the Policies. At a minimum, the Policies must insure the Client its officials and employees against bodily injury and property damage liability caused by on-premises business operations, completed operations and/or products or professional service and non-owned automobile coverage. The non-owned automobile coverage shall not include the Assigned Employee's personal vehicle.

(b) GovTemps shall use its best efforts to obtain general liability and professional liability insurance naming the Client as an additional insured for Losses (as defined in Section 7

of this Agreement) to the Client arising out of the wrongful conduct of the Assigned Employee(s). To the extent that such coverage is available, responds to or defends against any such Losses, the Client shall have no further rights against GovTemps with relation thereto.

Section 4.02. Certificate of Insurance. Upon request, the Client will promptly issue to GovTemps one or more Certificates of Insurance, verifying the Client's compliance with the provisions of Section 4.01. It is understood and agreed that the commencement of work by an Assigned Employee hereunder prior to the issuance of any required Certificate of Insurance shall not constitute nor be deemed a waiver of the obligation of the Client under this provision nor the enforceability hereof.

Section 4.03. Automobile Liability Insurance. The Client shall maintain in effect automobile liability insurance which shall insure the Client and the Assigned Employee if the Assigned Employee operates a Client vehicle for any reason in connection with his her Assignment hereunder. Such coverage shall insure against liability for bodily injury, death and property damage.

SECTION 5 DURATION AND TERMINATION OF AGREEMENT

Section 5.01. Term and Effective Date. The Effective Date of this Agreement is the date that this Agreement is last signed by GovTemps on the signature page (the "Effective Date"). The period during which the Assigned Employee works at the Client is defined as the ("Term"). The Term commences on the Effective Date and will continue for the period identified on the attached Exhibit A, or until it is terminated in accordance with the remaining provisions of this Section 5. For the purposes of this Agreement, the date on which this Agreement expires and/or is terminated is the ("Termination Date").

Section 5.02. Termination of Agreement for Failure to Pay Fees. If the Client fails to timely pay the fees required under this Agreement, GovTemps may give the Client notice of its intent to terminate this Agreement for such failure and if such failure is remedied within ten (10) days, the notice will be of no further effect. If such failure is not remedied within the ten (10) day period, GovTemps has the right to terminate the Agreement upon expiration of such remedy period.

Section 5.03. Termination of Agreement for Material Breach. If either Party materially breaches this Agreement, the non-breaching Party must give the breaching Party written notice of its intent to terminate this Agreement for such breach and if such breach is remedied within ten (10) days, the notice will be of no further effect. If such breach is not remedied within the ten (10) day period, the non-breaching Party has the right to immediately terminate the Agreement upon expiration of such remedy period.

SECTION 6 NON-SOLICITATION

Section 6.01. Non-Solicitation. The Client acknowledges GovTemps' legitimate interest in protecting its business for a reasonable time following the termination of this

Agreement. Accordingly, the Client agrees that during the Term of this Agreement and for a period of two (2) years thereafter, the Client will not solicit, request, entice or induce Assigned Employee to terminate their employment with GovTemps, and the Client will not hire Assigned Employee as a permanent or temporary employee.

Section 6.02. Injunctive Relief. The Client recognizes that the rights and privileges granted by this Agreement are of a special, unique, and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, the Client understands and agrees that GovTemps is entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent or enjoin a breach of Section 6.01 of this Agreement. The Client also understands and agrees that any such equitable relief is in addition to, and not in substitution for, any other relief to which GovTemps can recover.

Section 6.03. Survival. The provisions of Section 6 survive the expiration or termination of this Agreement.

SECTION 7 DISCLOSURE AND INDEMNIFICATION PROVISIONS

Section 7.01. Indemnification by GovTemps. GovTemps agrees to indemnify, defend and hold the Client and its related entities or their agents, representatives or employees (the "Client Parties") harmless from and against all claims, liabilities, damages, costs and expenses ("Losses") arising out of any of the following: (a) GovTemps' breach of its obligations under this Agreement; (b) actions or conduct of GovTemps and its related business entities, their agents, representatives, and employees (the "GovTemps Parties"), taken or not taken with respect to the Assigned Employees that relate to events or incidents occurring prior or subsequent to the term of this Agreement; or (c) acts or omissions of GovTemps or any of the GovTemps Parties including the Assigned Employee, that are the direct and proximate cause of any such Loss.

Section 7.02. Indemnification by the Client. The Client agrees to indemnify, defend and hold the GovTemps Parties harmless from and against all Losses arising out of any of the following: (a) Client's breach of its obligations under this Agreement; (b) activities or conditions associated with the Assignment, including without limitation, the Assigned Employee workers' compensation claims, but only as specifically provided in Section 2.02 of this Agreement; or (c) acts or omissions of Client that are the direct and proximate cause of any such Loss. Notwithstanding the foregoing, the Client shall have no obligation to the GovTemps parties under this Section with respect to Losses arising out of events or incidents occurring before or after the term of this Agreement.

Section 7.03. Indemnification Procedures. The Party seeking indemnity (the "Indemnified Party") from the other Party (the "Indemnifying Party") pursuant to this Section 7, must give the Indemnifying Party prompt notice of any such claim, allow the Indemnifying Party to control the defense or settlement of such claim and cooperate with the Indemnifying Party in all matters related thereto. However, prior to the Indemnifying Party assuming such defense and upon the request of the Indemnified Party, the Indemnifying Party must demonstrate to the reasonable satisfaction of the Indemnified Party that the Indemnifying Party (a) is able to fully

pay the reasonably anticipated indemnity amounts under this Section 7 and (b) will take steps satisfactory to the Indemnified Party to ensure its continued ability to pay such amounts. In the event the Indemnifying Party does not control the defense, the Indemnified Party may defend against any such claim at the Indemnifying Party's cost and expense, and the Indemnifying Party must fully cooperate with the Indemnified Party, at no charge to the Indemnified Party, in defending such potential Loss, including, without limitation, using reasonable commercial efforts to keep the relevant Assigned Employee available. In the event the Indemnifying Party controls the defense, the Indemnified Party is entitled, at its own expense, to participate in, but not control, such defense. The failure to promptly notify the Indemnifying Party of any claim pursuant to this Section will not relieve such Indemnifying Party of any indemnification obligation that it may have to the Indemnified Party, except that the Indemnifying Party shall have no obligation to reimburse the Indemnified Party for fees and costs incurred and any settlements made by the Indemnified Party without the prior written consent of the Indemnified Party prior to such notice or to the extent that the Indemnifying Party demonstrates that the defense of such action was materially prejudiced by the Indemnified Party's failure to timely give such notice.

Section 7.04. Survival of Indemnification Provisions. The provisions of Section 7 survive the expiration or termination of this Agreement.

SECTION 8 MISCELLANEOUS PROVISIONS

Section 8.01. Amendments. This Agreement may be amended at any time and from time to time, but any amendment must be in writing and signed by all the Parties to this Agreement, except for changes to the fees provided for in Section 3.

Section 8.02. Binding Effect. This Agreement inures to the benefit of and binds the Parties and their respective heirs, successors, representatives and assigns. Neither Party may assign its rights or delegate its duties under this Agreement without the express written consent of the other Party, which consent will not be unreasonably withheld.

Section 8.03. Counterpart Execution. This Agreement may be executed and delivered in any number of counterparts, each of which will be an original, but all of which together constitutes one and the same instrument. This Agreement may be executed and delivered via facsimile or electronic mail.

Section 8.04. Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding GovTemps' placement of the Assigned Employee with the Client, and contains all of the terms, conditions, covenants, stipulations, understandings and provisions agreed upon by the Parties. This Agreement supersedes and takes precedence over all proposals, memorandum agreements, tentative agreements, and oral agreements between the Parties, made prior to and including the Effective Date of this Agreement not specifically identified and incorporated in writing into this Agreement. No agent or representative of either Party has the authority to make, and the Parties will not be bound by or liable for, any statement, representation, promise, or agreement not specifically set forth in this Agreement.

Section 8.05. Further Assurances. The Parties will execute and deliver any and all additional papers, documents, and other assurances and do any and all acts and things reasonably necessary in connection with the performances of their obligations under this Agreement.

Section 8.06. Gender. Whenever the context herein so requires, the masculine, feminine or neuter gender and the singular and plural number include the other.

Section 8.07. Section Headings. Section and other headings contained in this Agreement are for reference purposes only and do not affect in any way the meaning or interpretation of this Agreement.

Section 8.08. Severability. If any part or condition of this Agreement is held to be void, invalid or inoperative, such shall not affect any other provision hereof, which will continue to be effective as though such void, invalid or inoperative part, clause or condition had not been made.

Section 8.09. Waiver of Provisions. The failure by one Party to require performance by the other Party shall not be deemed to be a waiver of any such breach, nor of any subsequent breach by the other Party of any provision of this Agreement, and shall not affect the validity of this Agreement, nor prejudice either Party's rights in connection with any subsequent action. Any provision of this Agreement may be waived if, but only if, such waiver is in writing signed by the Party against whom the waiver is to be effective.

Section 8.10. Confidentiality. Each Party will protect the confidentiality of the other's records and information and must not disclose confidential information without the prior written consent of the other Party. Each Party must reasonably cooperate with the other Party regarding any Freedom of Information Act (FOIA) request calling for production of documents related to this Agreement.

Section 8.11. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed entirely within such state, except the law of conflicts.

Section 8.12. Force Majeure. GovTemps will not be responsible for failure or delay in assigning its Assigned Employee to Client if the failure or delay is caused by labor disputes and strikes, fire, riot, terrorism, acts of nature or of God, or any other causes beyond the control of GovTemps.

SECTION 9 DISPUTE RESOLUTION

Section 9.01.

Mandatory Mediation/Arbitration.

- (a) Party Conference. In the event of any controversy, dispute or claim arising out of or in any way related to this Agreement or the subject-matter hereof (a “Claim”), the Parties, by and through their principals, shall, within thirty (30) days of being advised of the Claim, confer and attempt to informally resolve the Claim. The purpose of this conference is to either resolve the Claim arising hereunder or, in circumstances where a claim has been asserted or threatened against the Client based on or potentially based on, in whole or in part, the conduct, acts, errors or omissions of the Assigned Employee, to agree upon a collaborative strategy whereby the parties participate in a manner that does not negatively impact the defense of the claim and, to the extent possible, preserves a unified defense. All parties agree to engage in good faith efforts in this regard.
- (b) Mandatory Mediation. In the event that the Party Conference required under paragraph (a) above, is unsuccessful, the Claim shall then be subject to mediation in an endeavor to settle the dispute in an amicable manner. Mediation shall be a condition precedent to arbitration required under paragraph 9.01 (c). The mediation shall be conducted by a mediator selected jointly by the Parties who is: an uninterested party who is a current or former local government executive or officer; a risk manager, executive of an insurance or reinsurance company or of an insurance or reinsurance intermediary; a practicing lawyer with experience in the insurance industry and/or municipal or employment law; or a retired judge. The Parties shall agree to such a mediator within fourteen (14) days of a request hereunder being received by the non-requesting party. In the event that the Parties fail to so agree within the time stipulated or otherwise extended by agreement of the Parties, the mediator shall be selected in accordance with the Commercial Mediation Rules of the American Arbitration Association. The mandatory mediation shall be held in Chicago, Illinois, or at location otherwise agreed by the Parties, within 45 days after the selected mediator has accepted his or her appointment.
- (c) Mandatory Arbitration. Any Claim not resolved by mediation as set forth in paragraph 9.01 (b) hereof (“the Mediation Claim”), including any disputes as to the scope and meaning of this Article and the arbitrability of any Claim, shall be decided by arbitration. A claim in arbitration must be initiated within ninety (90) calendar days after termination of the Mediation Claim, which in the absence of agreement by the Parties to the

contrary, shall be deemed the date on which the last demand or offer in settlement was made or on which the Parties met in person with the mediator, whichever is later. The Parties shall jointly agree on single arbitrator, who shall meet the same qualifications as required of the Mediator as set forth in paragraph 9.01 (b) hereof. The Arbitrator shall be selected by the Parties within thirty (30) days of receipt of the Arbitration Claim by the non-demanding party. Failing agreement of the parties within the time stipulated or otherwise extended by agreement of the Parties, the arbitrator shall be selected in accordance with the Commercial Arbitration Rules of the American Arbitration Association – Expedited Procedure.

- (d) Hearings and Award. The arbitration shall be before one (1) arbitrator and shall be held in Chicago, Illinois, or at such other location as may be agreed by the Parties. Hearings hereunder shall not be open to the public and will be private and confidential. The award rendered by the Arbitrator shall be final and judgment may be entered thereon in accordance with applicable law in a court of competent jurisdiction. The arbitrator will be bound by the terms and conditions of this Agreement and shall have no power, in rendering his or her award, to alter or depart from any express provision of this Agreement, and his or her failure to observe this limitation shall constitute grounds for vacating the award. The arbitrator will not be empowered to award punitive damages except for willful misconduct. The award of the arbitrator shall be final and binding upon the parties and judgment upon the award may be entered in any court having jurisdiction thereof.

SECTION 10 NOTICES

Section 10.01. Notices. All Notices given under this Agreement must be written and may be given by personal delivery, first class U.S. Mail, registered or certified mail return receipt requested, overnight delivery service, or electronic mail.

Notices will be deemed received at the earlier of actual receipt or three (3) days from mailing date. Notices must be sent to the Parties at their respective addresses shown below. A Party may change its address for notice by giving written notice to the other Party.

If to GovTemps:

GOVTEMPSUSA, LLC
630 Dundee Road Suite 225
Northbrook, Illinois 60062
Attention: Michael J. Earl
Telephone: 224-261-8366
Electronic Mail: mearl@govhrusa.com

If to Client:

CITY OF CREST HILL
20600 City Center Boulevard
Crest Hill, Illinois 60403
Attention: Mayor Ray Soliman
Telephone: 815-741-5100
Electronic Mail: rsoliman@cityofcresthill.com

[Signatures on following page]

IN WITNESS WHEREOF, the Parties executed this Agreement on the Effective Date, which is the date this Agreement is last signed by GovTemps.

**GOVTEMPSUSA, A division of MGT of
AMERICA CONSULTING, LLC**

By _____

Name: A. Trey Traviesa

Title: CEO – GovTemps/MGT Consulting

Effective Date: February 6, 2024

CLIENT

By _____

Name: _____

Title: _____

EXHIBIT A
Assigned Employee and Base Compensation

ASSIGNED EMPLOYEE: Anton Graff

POSITION/ASSIGNMENT: Interim City Administrator

POSITION TERM: February 6, 2024 – May 10, 2024

Unless either party provides notice, the term will automatically be extended in two week increments. Either party may terminate the agreement at any time by providing two weeks advance written notice.

BASE COMPENSATION: \$5,320/week based on a 40/hour work week at a rate \$133/hour
Compensation assumes assigned employee will be paid for holidays on the same schedule
client provides to its employees. Specific hours of work will be determined between the client
and the employee. Deviations from the regular 40-hour work week (ex. sick leave, vacation)
should be reported by the client via email and timesheet to payroll@govtempsusa.com by the
close of business on the Monday after the prior work week.

The parties hereby represent and warrant that the individuals whose signatures appear below are authorized by resolution or by their position with that party to enter into and execute this Exhibit A and any amendment thereto on that party's behalf.

GOVTEMPSUSA/MGT CONSULTING

CLIENT:

By: _____

By: _____

Date: _____

Date: _____

This Exhibit A amends and supplements but does not replace all Exhibits A dated prior to the Effective Date of this Agreement.

EXHIBIT B
Summary of Benefits

Does Not Apply

**Agenda Memo**

Crest Hill, IL

Meeting Date: February 5, 2024

Submitter: Raymond R. Soliman RS

Department: Mayor's Office

Agenda Item: Resolution Designating and Appointing Representative to the Grand Prairie Water Commission

Summary: With the addition of new employees, we need to update the representatives to the TAWG Group and the Mayor's/Managers Group., that meets on a monthly cycle.

Recommended Council Action: Approval

Financial Impact:**Funding Source:****Budgeted Amount:****Cost:****Attachments:**

RESOLUTION NO. _____**A RESOLUTION DESIGNATING AND APPOINTING REPRESENTATIVES TO THE
GRAND PRAIRIE WATER COMMISSION**

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

WHEREAS, on January 17, 2022, the Corporate Authorities of the City adopted Resolution No. 1134, entitled “A Resolution Approving a Preliminary Agreement Regarding Formation of a Regional Water Commission, Making Preliminary Declarations of Future Lake Michigan Water Needs and Other Related Matters”; and

WHEREAS, pursuant to Section 3.6 of the “Preliminary Agreement regarding Formation of a Regional Water Commission” (the “Preliminary Agreement”), approved by the City in Resolution No. 1134, the City is required to designate and appoint its representatives to the regional water commission in writing, and further to make any changes to such designees and appointees in writing as well; and

WHEREAS, the City previously designated its City Administrator, Public Works Director, and Assistant Public Works Director as representatives to the various working groups for the regional water commission; and

WHEREAS, the City currently has no full-time City Administrator, Public Works Director, or Assistant Public Works Director; and

WHEREAS, the Corporate Authorities of the City have determined that it is necessary and expedient to make changes to its designated representatives, and to therefore designate and appoint new representatives as set forth in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CORPORATE AUTHORITIES OF THE CITY OF CREST HILL, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 2. The Corporate Authorities of the City hereby update and amend their designated and appointed representatives to the regional water commission, pursuant to Section 3.6 of the Preliminary Agreement, as follows:

A. To the Mayors’ and Managers’ Working Group:

1. For the Category of the Village President/Mayor/Corporate Authorities:

Representative: Raymond Soliman (Mayor)

Alternate Representative: Nate Albert (Alderman)

2. For the category of the Municipal Manager/Administrator/Municipal Management Staff:

Representative: Anton Graff (Interim City Administrator)

Alternate Representative: Mike Eulitz (Interim Public Works Director)

B. To the Technical Advisory Working Group:

Representative: Michael Eulitz (Interim Public Works Director)

Alternate Representative: Ron Wiedeman (City Engineer)

SECTION 3. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

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

SECTION 5. The City Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 6. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

[Intentionally Blank]

PASSED THIS 5TH DAY OF FEBRUARY, 2024.

	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 5TH DAY OF FEBRUARY, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



Agenda Memo**Crest Hill, IL**

Meeting Date:	February 5, 2024
Submitter:	City Clerk Christine Vershay-Hall
Department:	Clerk's Department
Agenda Item:	Approval of Autumn Ridge Association to the Use the Community Room in 2024

Summary:

Courtney from Autumn Ridge Association would like to reserve the Community Room for their Board meetings in 2024.

The meeting dates are as follows: February 6th, May 7th, September 10th, November 7th, 2024. All meetings will start at 6:00pm.

Recommended Council Action:

Approval of Autumn Ridge Association to Use the Community Room in 2024

Financial Impact:**Funding Source:****Budgeted Amount:****Cost:****Attachments:**

NA



City Council Agenda Memo**Crest Hill, IL**

Meeting Date:	February 6, 2024
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval of the List of Bills issued through February 6, 2024 in the amount of \$1,906,663.80

Summary: Attached is the List of Bills issued through February 6, 2024 in the amount of \$1,906,663.80.

Recommended Council Action: Approval of the List of Bills issued through February 6, 2024 in the amount of \$1,906,663.80.

Financial Impact:

Funding Source: Expenditures will be paid from the respective fund from which the expenditure originated.

Budgeted Amount:

Cost:

Attachments Approval of the List of Bills issued through February 6, 2024 in the amount of \$1,906,663.80

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 01/25/2024,02/06/2024

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
5	A & M Produ	75396	ITEM CODE FK811BLK	01/11/2024	240.00	240.00	21720	02/06/2024	124	01105401
Total 5:					240.00	240.00				
26	Aflac	790476	FEB 2024 AFLAC	01/26/2024	1,533.60	1,533.60	21721	02/06/2024	124	01002439
Total 26:					1,533.60	1,533.60				
40	Nate Albert	December 20	CHRISTMAS LIGHT CO	01/21/7253	300.00	300.00	21806	02/06/2024	124	01108001
Total 40:					300.00	300.00				
48	All Traffic Sol	SIN039425	TRAFFICLOUD SUBSC	01/10/2024	3,000.00	3,000.00	21724	02/06/2024	124	01025400
Total 48:					3,000.00	3,000.00				
82	Aramark	6030229249	UNIFORMS FOR STRE	11/29/2023	102.54	102.54	21730	02/06/2024	124	01035300
		6030229249	UNIFORMS FOR FLEE	11/29/2023	39.83	39.83	21730	02/06/2024	124	01075300
		6030229249	UNIFORMS FOR BUILD	11/29/2023	29.25	29.25	21730	02/06/2024	124	01045300
		6030229249	MATS FOR PUBLIC WO	11/29/2023	52.55	52.55	21730	02/06/2024	124	01045300
		6030229249	RESTROOM SERVICE	11/29/2023	155.28	155.28	21730	02/06/2024	124	01045300
		6030243966	UNIFORMS FOR EAST	01/10/2024	48.99	48.99	21730	02/06/2024	124	07085300
		6030243966	UNIFORMS FOR WATE	01/10/2024	23.19	23.19	21730	02/06/2024	124	07065300
		6030243966	MATS EAST PLANT	01/10/2024	72.90	72.90	21730	02/06/2024	124	01045300
		6030243967	MATS FOR PUBLIC WO	01/10/2024	52.55	52.55	21730	02/06/2024	124	01045300
		6030243967	RESTROOM SERVICE	01/10/2024	90.45	90.45	21730	02/06/2024	124	01045300
		6030243967	UNIFORMS FOR BUILD	01/10/2024	29.25	29.25	21730	02/06/2024	124	01045300
		6030243967	UNIFORMS FOR FLEE	01/10/2024	39.83	39.83	21730	02/06/2024	124	01075300
		6030243967	UNIFORMS FOR STRE	01/10/2024	102.54	102.54	21730	02/06/2024	124	01035300
		6030245004	UNIFORMS FOR WEST	01/12/2024	30.42	30.42	21730	02/06/2024	124	07085300
		6030246411	UNIFORMS FOR EAST	01/17/2024	40.59	40.59	21730	02/06/2024	124	07085300
		6030246411	UNIFORMS FOR WATE	01/17/2024	23.19	23.19	21730	02/06/2024	124	07065300
		6030246412	UNIFORMS FOR STRE	01/17/2024	102.54	102.54	21730	02/06/2024	124	01035300
		6030246412	UNIFORMS FOR FLEE	01/17/2024	39.83	39.83	21730	02/06/2024	124	01075300
		6030246412	RESTROOM SERVICE	01/17/2024	64.50	64.50	21730	02/06/2024	124	01045300
		6030246412	UNIFORMS FOR BUILD	01/17/2024	29.25	29.25	21730	02/06/2024	124	01045300
		6030246412	MATS FOR PUBLIC WO	01/17/2024	52.55	52.55	21730	02/06/2024	124	01045300
		6030247531	UNIFORMS FOR WEST	01/19/2024	30.42	30.42	21730	02/06/2024	124	07085300
		6030248970	UNIFORMS FOR EAST	01/24/2024	48.99	48.99	21730	02/06/2024	124	07085300
		6030248970	UNIFORMS FOR WATE	01/24/2024	23.19	23.19	21730	02/06/2024	124	07065300
		6030248970	MATS EAST PLANT	01/24/2024	69.55	69.55	21730	02/06/2024	124	01045300
		6030248971	UNIFORMS FOR BUILD	01/24/2024	29.25	29.25	21730	02/06/2024	124	01045300
		6030248971	UNIFORMS FOR STRE	01/24/2024	102.54	102.54	21730	02/06/2024	124	01035300
		6030248971	UNIFORMS FOR FLEE	01/24/2024	39.83	39.83	21730	02/06/2024	124	01075300
		6030248971	RESTROOM SERVICE	01/24/2024	64.50	64.50	21730	02/06/2024	124	01045300
		6030248971	MATS FOR PUBLIC WO	01/24/2024	199.22	199.22	21730	02/06/2024	124	01045300
Total 82:					1,829.51	1,829.51				
137	Battery Servi	0106285	FLEET- 4 GROUP 65 B	01/16/2024	507.80	507.80	21732	02/06/2024	124	01075400
Total 137:					507.80	507.80				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
151	Berryman Eq	24-0132	WEST PLANT BLOWER	01/10/2024	5,681.00	5,681.00	21733	02/06/2024	124	07085365
Total 151:					5,681.00	5,681.00				
187	Christopher	189124	PARKROSE DESIGN S	01/11/2024	1,453.72	1,453.72	21743	02/06/2024	124	12007602
		189125	CITY CENTER ROADW	01/11/2024	9,886.11	9,886.11	21743	02/06/2024	124	13007311
		189126	COMED CORRDIANTIO	01/11/2024	350.00	350.00	21743	02/06/2024	124	01035330
		189127	FAU TRUCK ROUTE-P	01/11/2024	440.00	440.00	21743	02/06/2024	124	01035330
		189128	KELLY AND CORA RET	01/11/2024	2,737.50	2,737.50	21743	02/06/2024	124	01035330
		189129	SURVEY/ENVIRONEM	01/11/2024	688.75	688.75	21743	02/06/2024	124	01035330
Total 187:					15,556.08	15,556.08				
197	C & T Constr	2197	WELL MAINTENANCE	01/22/2024	7,500.00	7,500.00	21736	02/06/2024	124	07065361
Total 197:					7,500.00	7,500.00				
206	Camz Comm	24-109	INSTALL EQUIPMENT	01/17/2024	295.00	295.00	21737	02/06/2024	124	01075400
Total 206:					295.00	295.00				
227	Central Parts	715332A	FLEET- SPREADER BE	01/15/2024	518.06	518.06	21741	02/06/2024	124	01075400
		715332A	FLEET- PLOW HYDRA	01/15/2024	219.96	219.96	21741	02/06/2024	124	01075410
		715332B	FLEET- WESTERN PLO	01/24/2024	296.98	296.98	21741	02/06/2024	124	01075400
Total 227:					1,035.00	1,035.00				
277	Charles Sch	2024 Addl Co	POLICE PENSION ADD	01/23/2024	150,000.00	150,000.00	21742	02/06/2024	124	01024250
Total 277:					150,000.00	150,000.00				
291	City of Joliet	956907	FLEET- FUEL DECEMB	01/05/2024	4,063.53	4,063.53	21744	02/06/2024	124	01075410
		956907	FLEET- FUEL DECEMB	01/05/2024	175.52	175.52	21744	02/06/2024	124	01075410
		956907	FLEET- FUEL DECEMB	01/05/2024	3,649.32	3,649.32	21744	02/06/2024	124	01075410
Total 291:					7,888.37	7,888.37				
334	ComEd 4715	January 2024	STREET LIGHTS ELEC	01/20/2024	281.78	281.78	21746	02/06/2024	124	01035351
Total 334:					281.78	281.78				
366	Cook County	24-2-CH-1	BASIC RECRUIT TRAIN	01/25/2024	3,250.00	3,250.00	21748	02/06/2024	124	01025341
Total 366:					3,250.00	3,250.00				
382	Creative Pro	156482	DARE ITEMS	01/30/2024	529.45	529.45	21751	02/06/2024	124	01025402
Total 382:					529.45	529.45				
419	Deluxe	14257277	AP CHECK STOCK	06/05/2023	600.00	600.00	21754	02/06/2024	124	01105321
		14257277	AP CHECK STOCK	06/05/2023	822.48	822.48	21754	02/06/2024	124	07095321
Total 419:					1,422.48	1,422.48				
451	Dynegy 6531	December 20	WELL #4 ELECTRIC	01/05/2024	2,000.41	2,000.41	21764	02/06/2024	124	07065353

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 451:					2,000.41	2,000.41				
452	Dynegy 1619	December 20	ELECTRIC FOR EAST	01/05/2024	13,687.87	13,687.87	21759	02/06/2024	124	07085353
Total 452:					13,687.87	13,687.87				
453	Dynegy 5315	December 20	WEST PLANT ELECTRI	01/05/2024	10,276.92	10,276.92	21762	02/06/2024	124	07085353
Total 453:					10,276.92	10,276.92				
454	Dynegy 0499	December 20	ELECTRIC FOR WELL	01/05/2024	3,744.86	3,744.86	21756	02/06/2024	124	07065353
Total 454:					3,744.86	3,744.86				
455	Dynegy 0803	December 20	WELL #10 ELECTRIC	01/05/2024	2,149.26	2,149.26	21758	02/06/2024	124	07065353
Total 455:					2,149.26	2,149.26				
457	Dynegy 2019	December 20	WELL #12 ELECTRIC	01/05/2024	3,676.57	3,676.57	21760	02/06/2024	124	07065353
Total 457:					3,676.57	3,676.57				
458	Dynegy 4243	December 20	WELL #7 ELECTRIC	01/05/2024	2,597.12	2,597.12	21761	02/06/2024	124	07065353
Total 458:					2,597.12	2,597.12				
459	Dynegy 5379	December 20	WELL #8 ELECTRIC	01/05/2024	2,128.18	2,128.18	21763	02/06/2024	124	07065353
Total 459:					2,128.18	2,128.18				
461	Dynegy 0793	December 20	WELL #1 ELECTRIC	01/05/2024	1,699.39	1,699.39	21757	02/06/2024	124	07065353
Total 461:					1,699.39	1,699.39				
464	Eurofins Eato	8100079697	WATER TESTING - PFA	01/22/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079698	WATER TESTING - PFA	01/22/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079699	WATER TESTING - PFA	01/22/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079753	WATER TESTING - PFA	01/23/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079754	WATER TESTING - PFA	01/23/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079756	WATER TESTING - PFA	01/23/2024	750.00	750.00	21766	02/06/2024	124	07065306
		8100079758	WATER TESTING - PFA	01/23/2024	750.00	750.00	21766	02/06/2024	124	07065306
		Total 464:					5,250.00	5,250.00		
475	EJ USA Inc	11024000477	HYDRANT PARTS	01/25/2024	59.68	59.68	21765	02/06/2024	124	07065470
Total 475:					59.68	59.68				
549	Fleet Safety	80766	FLEET- TRUCK LIGHT	04/17/2023	90.21	90.21	21767	02/06/2024	124	01075400
		81781	FLEET- UNIT #93 SAFE	10/13/2023	704.33	704.33	21767	02/06/2024	124	01075400
		Total 549:					794.54	794.54		
576	Gallagher Ma	23232GW 2	BORIO CONSTRUCTIO	12/21/2023	18,760.75	18,760.75	21768	02/06/2024	124	13007640

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 576:					18,760.75	18,760.75				
593	Government	2460797	GAAFR SUBSCRIPTIO	01/26/2024	149.00	149.00	21769	02/06/2024	124	01125341
Total 593:					149.00	149.00				
610	Grainger	9965542815	WEST PLANT REPAIR	01/17/2024	414.59	414.59	21770	02/06/2024	124	07085365
		9967094880	WEST PLANT REPAIR	01/18/2024	35.70	35.70	21770	02/06/2024	124	07085365
		9968065319	ROLLING SAFETY LAD	01/19/2024	700.68	700.68	21770	02/06/2024	124	01025310
		9973629984	BUILDING MAINTENAN	01/24/2024	419.85	419.85	21770	02/06/2024	124	01045400
Total 610:					1,570.82	1,570.82				
640	Hawkins Inc	6666304	WELL CHEMICALS	01/15/2024	470.00	470.00	21774	02/06/2024	124	07065421
		6667859	WELL CHEMICALS	01/08/2024	2,278.96	2,278.96	21774	02/06/2024	124	07065421
		6672989	WELL CHEMICALS	01/22/2024	1,891.15	1,891.15	21774	02/06/2024	124	07065421
Total 640:					4,640.11	4,640.11				
644	Core & Main	U083060	METERS	12/13/2023	127,660.00	127,660.00	21749	02/06/2024	124	07095470
		U202952	RUBBER MTR WASHE	01/10/2024	203.50	203.50	21749	02/06/2024	124	07095470
Total 644:					127,863.50	127,863.50				
737	ILEAS	0066739	ILEAS MFF2024 DUES	11/15/2023	300.00	300.00	21777	02/06/2024	124	01025345
Total 737:					300.00	300.00				
756	Illinois Tollwa	VN59066365	TOLLWAY VIOLATION P	01/02/2024	13.90	13.90	21778	02/06/2024	124	01025345
Total 756:					13.90	13.90				
796	JCM Uniform	800725	POLO AND PATCH	01/18/2024	56.95	56.95	21780	02/06/2024	124	01025344
Total 796:					56.95	56.95				
820	Joliet Townsh	Animal Contr	ANIMAL CONTROL SE	01/09/2024	1,250.00	1,250.00	21785	02/06/2024	124	01105300
Total 820:					1,250.00	1,250.00				
826	JP Morgan C	Comcast 02	WELL #4 COMCAST	01/01/2024	162.04	162.04	385	01/25/2024	1223	07065350
		Animal Care	VETERINARIAN CARE	12/14/2023	152.00	152.00	385	01/25/2024	1223	01025346
		Animal Care	VETERINARIAN SERVI	12/21/2023	68.00	68.00	385	01/25/2024	1223	01025346
		Animal Care	VERINARIAN VISIT	12/31/2023	270.00	270.00	385	01/25/2024	1223	01025346
		Beggars Pizz	BEGGARS PIZZA	12/19/2023	95.00	95.00	385	01/25/2024	1223	01025343
		Chewy Dece	DOG FOOD-CHEWY	12/11/2023	84.53	84.53	385	01/25/2024	1223	01025346
		Comcast 025	WEST PLANT COMCA	12/12/2023	238.72	238.72	385	01/25/2024	1223	07065350
		Comcast 055	CITY CENTER COMCA	01/09/2024	225.38	225.38	385	01/25/2024	1223	01065350
		Comcast 059	WELL #1 COMCAST	12/23/2023	162.04	162.04	385	01/25/2024	1223	07065350
		Comcast 059	WELL #7 COMCAST	12/11/2023	162.04	162.04	385	01/25/2024	1223	07065350
		Comcast 060	WELL #7 COMCAST	01/05/2024	162.04	162.04	385	01/25/2024	1223	07065350
		Comcast 060	WELL #10 COMCAST	12/21/2023	173.05	173.05	385	01/25/2024	1223	07065350
		Comcast 064	WELL #11 COMCAST	01/01/2024	160.18	160.18	385	01/25/2024	1223	07065350
		Comcast 168	WELL #12 COMCAST	12/13/2023	162.04	162.04	385	01/25/2024	1223	07065350
		Dunkin Donut	DUNKIN DONUTS	12/29/2023	28.48	28.48	385	01/25/2024	1223	01025343
		FBI-LEEDA J	FBI LEEDA MEMBERS	01/01/2024	50.00	50.00	385	01/25/2024	1223	01025341

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		IPass Replen	IPASS AUTO REPLENI	12/29/2023	20.00	20.00	385	01/25/2024	1223	01075300
		Microsoft Jan	MICROSOFT OFFICE S	01/05/2024	40.00	40.00	385	01/25/2024	1223	01065301
		Potsolve Dec	PHONE LINES FOR EL	12/01/2023	207.72	207.72	385	01/25/2024	1223	01065350
		TeamViewer	SCADA	01/04/2024	1,035.00	1,035.00	385	01/25/2024	1223	07085301
		TeamViewer	SCADA	01/04/2024	1,035.00	1,035.00	385	01/25/2024	1223	07065301
		The UPS Sto	UPS PERMIT MAILING	12/15/2023	55.52	55.52	385	01/25/2024	1223	07085420
		The UPS Sto	UPS PERMIT MAILING	12/20/2023	17.51	17.51	385	01/25/2024	1223	07065332
		T-Mobile 12-	T-MOBIL DATA SEARC	12/05/2023	225.00	225.00	385	01/25/2024	1223	01025310
		T-Moible 12-	T-MOBIL INFORMATIO	12/08/2023	225.00	225.00	385	01/25/2024	1223	01025310
Total 826:					5,216.29	5,216.29				
827	Julie Inc	2024-0370	JULIE SERVICES	01/08/2024	3,530.01	3,530.01	21787	02/06/2024	124	01035318
Total 827:					3,530.01	3,530.01				
829	JX Enterprise	22277955P	FLEET- UNIT #106 EXH	01/08/2024	294.84	294.84	21788	02/06/2024	124	01075400
		22280597P	FLEET- UNIT# 102 DRI	01/26/2024	1,582.91	1,582.91	21788	02/06/2024	124	01075400
		2248495S	FLEET- UNIT #106 DIA	01/05/2024	524.55	524.55	21788	02/06/2024	124	01075400
		2248605S	FLEET- UNIT #105 DIA	01/12/2024	1,255.12	1,255.12	21788	02/06/2024	124	01075400
Total 829:					3,657.42	3,657.42				
846	Kimball Midw	101848611	GLOVES FOR STP	01/25/2024	465.60	465.60	21790	02/06/2024	124	07085365
		101848614	GLOVES FOR STP	01/25/2024	465.60	465.60	21790	02/06/2024	124	07085366
Total 846:					931.20	931.20				
927	Quadient Lea	Q1133694	IN-600 POSTAGE MAC	01/01/2024	516.99	516.99	21817	02/06/2024	124	01115300
Total 927:					516.99	516.99				
956	McMaster Ca	19047071	FLEET- PLOW PINS	12/13/2023	84.31	84.31	21798	02/06/2024	124	01075400
		19328150	FLEET- BRINE SYSTE	12/19/2023	335.26	335.26	21798	02/06/2024	124	01075400
		19463573	FLEET- UNIT #103 BRI	12/21/2023	410.83	410.83	21798	02/06/2024	124	01075400
		20164183	FLEET- STAINLESS BO	01/10/2024	197.18	197.18	21798	02/06/2024	124	01075400
		20375853	FLEET- UNIT #103 STE	01/15/2024	80.02	80.02	21798	02/06/2024	124	01075400
		20632405	EAST PLANT REPAIR	01/18/2024	101.24	101.24	21798	02/06/2024	124	07085366
Total 956:					1,208.84	1,208.84				
961	Menards	65291	SNOW BLOWERS, PA	01/10/2024	1,408.87	1,408.87	21799	02/06/2024	124	01035400
		65581	BUILDING MAINTENAN	01/16/2024	10.99	10.99	21799	02/06/2024	124	01045400
Total 961:					1,419.86	1,419.86				
963	Menards	63066	BUILDING MAINTENAN	11/20/2023	269.99	269.99	21800	02/06/2024	124	01045400
Total 963:					269.99	269.99				
965	M.E. Simpso	41786	LARGE METER TESTI	01/21/2024	9,720.00	9,720.00	21795	02/06/2024	124	07065300
Total 965:					9,720.00	9,720.00				
973	Microbac Lab	C24000117	WASTEWATER LAB	01/05/2024	1,449.75	1,449.75	21802	02/06/2024	124	07085306
		C24000118	WASTEWATER LAB	01/05/2024	1,449.75	1,449.75	21802	02/06/2024	124	07085306
		C24000222	WASTEWATER LAB	01/11/2024	592.25	592.25	21802	02/06/2024	124	07085306

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		C24000223	WASTEWATER LAB	01/11/2024	592.25	592.25	21802	02/06/2024	124	07085306
	Total 973:				4,084.00	4,084.00				
977	Mid-States O	0004055-IN	MOCIC MEMBERSHIP	01/07/2024	200.00	200.00	21803	02/06/2024	124	01025345
	Total 977:				200.00	200.00				
1036	Conserv FS I	6429483	ICE MELT	01/25/2024	525.00	525.00	21747	02/06/2024	124	01035400
		CM#6424899	ICE MELT CREDIT	06/30/2023	21.00-	21.00-	21747	02/06/2024	124	01035400
	Total 1036:				504.00	504.00				
1058	Nicor 94-96-3	December 20	WSTP NICOR GAS	01/09/2024	191.11	191.11	21811	02/06/2024	124	07085350
	Total 1058:				191.11	191.11				
1059	Nicor 39-52-5	December 20	WELL #10 NICOR GAS	01/08/2024	47.40	47.40	21810	02/06/2024	124	07065350
	Total 1059:				47.40	47.40				
1102	Ottosen DiNo	3126	LABOR / PERSONNEL	12/31/2023	1,911.00	1,911.00	21813	02/06/2024	124	01105302
	Total 1102:				1,911.00	1,911.00				
1116	Altorfer Indus	P58C003475	FLEET- UNIT #215 MAN	10/05/2023	2,572.17	2,572.17	21725	02/06/2024	124	01075400
	Total 1116:				2,572.17	2,572.17				
1164	Pomp's Tire	411079817	FLEET- POLICE TIRES	01/03/2024	1,819.64	1,819.64	21814	02/06/2024	124	01075400
		690131778	FLEET- UNIT# 200 TIR	12/20/2023	53.00	53.00	21814	02/06/2024	124	01075400
		690131956	FLEET- UNIT #954 ALI	12/28/2023	116.59	116.59	21814	02/06/2024	124	01075400
		CM#6901194	FLEET- TIRE CREDIT	12/15/2022	26.75-	26.75-	21814	02/06/2024	124	01075400
	Total 1164:				1,962.48	1,962.48				
1174	PreCise MR	IN200-10464	FLEET- PUBLIC WORK	12/28/2023	306.00	306.00	21815	02/06/2024	124	01035300
	Total 1174:				306.00	306.00				
1249	Rush Truck C	3035573856	FLEET- UNIT #106 EXH	01/08/2024	217.60	217.60	21823	02/06/2024	124	01075400
	Total 1249:				217.60	217.60				
1252	Rydin Decal	PS-INV11392	2024 ANIMAL TAGS, A	11/17/2023	854.31	854.31	21824	02/06/2024	124	01115401
	Total 1252:				854.31	854.31				
1302	Shorewood H	01-397217	FLEET- SNOWBLOWE	01/11/2024	14.76	14.76	21826	02/06/2024	124	01075400
	Total 1302:				14.76	14.76				
1332	Spaceco Inc	95727	DESIGN SERVICE-MU	01/09/2024	585.00	585.00	21828	02/06/2024	124	01035330
		95728	DESIGN SERVICE-MU	01/09/2024	12,787.50	12,787.50	21828	02/06/2024	124	01035330
	Total 1332:				13,372.50	13,372.50				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1373	Strand Assoc	0203117	CIPP WM REHABILITAT	10/13/2023	4,254.29	4,254.29	21833	02/06/2024	124	12007602
		0206622	EAST PLANT PHOSPH	01/12/2024	1,774.46	1,774.46	21833	02/06/2024	124	35007631
		0206623	LAKE MICHIGAN DEM	01/12/2024	749.45	749.45	21833	02/06/2024	124	07065332
		0206624	GPWC - EASTERN & W	01/12/2024	8,920.00	8,920.00	21833	02/06/2024	124	07065332
		0206626	CIPP WM REHABILITAT	01/12/2024	1,920.74	1,920.74	21833	02/06/2024	124	12007602
Total 1373:					17,618.94	17,618.94				
1377	Standard Tru	1027095	PRESSURE WASHER	01/16/2024	319.71	319.71	21830	02/06/2024	124	01035400
Total 1377:					319.71	319.71				
1387	Sunshine Filt	150214	FILTERS FOR THE WE	01/05/2024	1,273.56	1,273.56	21834	02/06/2024	124	07085365
Total 1387:					1,273.56	1,273.56				
1417	Theodore Pol	8275	POLYGRAPH EXAM VO	07/31/2023	200.00	200.00	21836	02/06/2024	124	01025310
Total 1417:					200.00	200.00				
1425	Third Millenni	30943	COCH UTILITY BILL RE	01/23/2024	1,598.23	1,598.23	21838	02/06/2024	124	07095321
Total 1425:					1,598.23	1,598.23				
1432	Ron Tirapelli	644685	FLEET- UNIT #954 STE	12/20/2023	774.01	774.01	21821	02/06/2024	124	01075400
		644885	FLEET- UNIT #954 NUT	12/27/2023	20.36	20.36	21821	02/06/2024	124	01075400
		644945	FLEET- UNIT #954 HEA	12/29/2023	18.75	18.75	21821	02/06/2024	124	01075400
Total 1432:					813.12	813.12				
1455	Treadstone Ti	25078	FLEET- TIRE RECYCLI	01/08/2024	62.00	62.00	21841	02/06/2024	124	01075400
Total 1455:					62.00	62.00				
1502	Underground	064912	REPAIR GASKET	01/25/2024	40.00	40.00	21842	02/06/2024	124	07065430
Total 1502:					40.00	40.00				
1508	United Meter	4439	METER INSTALLS - 1/8/	01/15/2024	9,040.00	9,040.00	21843	02/06/2024	124	07095470
		4445	METER INSTALLS - 1/1	01/23/2024	9,110.00	9,110.00	21843	02/06/2024	124	07095470
Total 1508:					18,150.00	18,150.00				
1521	USABlueBoo	INV0023544	HYDRANT MARKERS	01/03/2024	101.69	101.69	21844	02/06/2024	124	01035400
Total 1521:					101.69	101.69				
1548	Verizon Wirel	9954928148	MONTHLY STATEMENT	01/23/2024	1,099.56	1,099.56	21846	02/06/2024	124	01065350
Total 1548:					1,099.56	1,099.56				
1549	Verizon Wirel	9955313530	VERIZON WIRELESS S	01/01/2024	2,275.59	2,275.59	21847	02/06/2024	124	07065350
Total 1549:					2,275.59	2,275.59				
1563	VSP of Illinois	February 202	VSP-1-2024	01/17/2024	345.63	345.63	21850	02/06/2024	124	01002438

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1563:					345.63	345.63				
1602	Will County	2023-1302	2023 HOLIDAY RECEP	12/07/2023	60.00	60.00	21853	02/06/2024	124	01015343
Total 1602:					60.00	60.00				
1610	Williams Brot	PAY APP 16	EAST TREATMENT PL	12/14/2023	130,085.14	130,085.14	21855	02/06/2024	124	35007631
Total 1610:					130,085.14	130,085.14				
1632	Warehouse D	5447974-0	FINAL WAREHOUSE DI	06/15/2023	6,794.94	6,794.94	21851	02/06/2024	124	13007311
Total 1632:					6,794.94	6,794.94				
1685	Verizon Wirel	9022345905	SMS CONTENT-STEEN	01/26/2024	50.00	50.00	21848	02/06/2024	124	01025310
Total 1685:					50.00	50.00				
1743	Corsetti Struc	September 2	FINAL CORSETTI RET	09/30/2023	30,839.35	30,839.35	21750	02/06/2024	124	13007311
Total 1743:					30,839.35	30,839.35				
1746	Western First	ORD5-01055	REPLENISH FIRST AID	01/22/2024	375.78	375.78	21852	02/06/2024	124	01045300
Total 1746:					375.78	375.78				
1755	Comcast 877	January 2024	MONTHLY SERVICE JA	01/14/2024	10.51	10.51	21745	02/06/2024	124	01065350
Total 1755:					10.51	10.51				
1778	Konica Minolt	9009747845	ADMIN. COPY MACHIN	01/14/2024	278.14	278.14	21791	02/06/2024	124	01065301
Total 1778:					278.14	278.14				
1795	Konica Minolt	518269170	KONICA COPY MACHI	12/19/2023	436.00	436.00	21792	02/06/2024	124	01065301
Total 1795:					436.00	436.00				
1853	Buckeye Pow	PSV355742	WELL 1 GEN MAINT	01/09/2024	375.00	375.00	21734	02/06/2024	124	07065300
		PSV355743	WELL 10 GEN MAINT	01/09/2024	375.00	375.00	21734	02/06/2024	124	07065300
		PSV355744	WELL 7 GEN MAINT	01/11/2024	375.00	375.00	21734	02/06/2024	124	07065300
		PSV355745	CITY CENTER GEN MA	01/09/2024	375.00	375.00	21734	02/06/2024	124	01045300
Total 1853:					1,500.00	1,500.00				
1870	Burns & McD	158697-2	WATER RATE STUDY-2	11/10/2023	440.00	440.00	21735	02/06/2024	124	07065330
Total 1870:					440.00	440.00				
1873	Mahoney Silv	66149	TIF MEETING	01/11/2024	465.00	465.00	21796	02/06/2024	124	15005302
		66149	TIF MEETING	01/11/2024	465.00	465.00	21796	02/06/2024	124	41005302
Total 1873:					930.00	930.00				
1879	Nicor 24-47-6	December 20	NICOR MONTHLY STAT	01/08/2024	642.40	642.40	21809	02/06/2024	124	01105350

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1879:					642.40	642.40				
1880	Nicor 17-28-8	December 20	POLICE DEPARTMENT	01/08/2024	689.13	689.13	21808	02/06/2024	124	01105350
Total 1880:					689.13	689.13				
1895	Harbour Cont	11317	DEDICATION PLAQUE	01/22/2024	626.10	626.10	21773	02/06/2024	124	13007311
Total 1895:					626.10	626.10				
1898	Ken Woody's	1274	EMPLOYEE APPAREL	01/23/2024	3,324.00	3,324.00	21789	02/06/2024	124	01105401
Total 1898:					3,324.00	3,324.00				
1914	AT&T 831-00	5872635803	AT &T INTERNET LINE	01/17/2024	2,619.08	2,619.08	21731	02/06/2024	124	01065350
Total 1914:					2,619.08	2,619.08				
1924	V3 Companie	1223394	CHANEY AND CENTER	01/10/2024	2,017.79	2,017.79	21845	02/06/2024	124	12007620
		1223397	CIRCLE-GREEN-OAKL	01/10/2024	3,139.56	3,139.56	21845	02/06/2024	124	12007602
Total 1924:					5,157.35	5,157.35				
1948	Motorola Sol	8281797589	MOTOROLA BWC EQUI	01/05/2024	1,880.40	1,880.40	21804	02/06/2024	124	01025400
		8330250957	MOTOROLA SQUAD C	07/05/2023	125.00	125.00	21804	02/06/2024	124	01065301
Total 1948:					2,005.40	2,005.40				
1950	Pure Water P	1638329	PUBLIC WORKS WATE	01/17/2024	65.00	65.00	21816	02/06/2024	124	01035343
		1638329	WATER FOR STP	01/17/2024	47.50	47.50	21816	02/06/2024	124	07065343
		1638330	PUBLIC WORKS WATE	01/17/2024	65.00	65.00	21816	02/06/2024	124	01035343
		1638330	WATER FOR STP	01/17/2024	47.50	47.50	21816	02/06/2024	124	07065343
		1638331	WATER FOR PW	01/17/2024	65.00	65.00	21816	02/06/2024	124	01035343
		1638331	WATER FOR STP	01/17/2024	47.50	47.50	21816	02/06/2024	124	07065343
		1638332	WATER FOR PW	01/17/2024	65.00	65.00	21816	02/06/2024	124	01035343
		1638332	WATER FOR STP	01/17/2024	47.50	47.50	21816	02/06/2024	124	07065343
		1638334	EAST PLANT WATER	01/17/2024	3.00	3.00	21816	02/06/2024	124	07085343
		1638335	EAST PLANT WATER	01/17/2024	65.00	65.00	21816	02/06/2024	124	07085343
		1638336	PUBLIC WORKS WATE	01/17/2024	3.00	3.00	21816	02/06/2024	124	01035343
		1638337	PUBLIC WORKS WATE	01/17/2024	65.00	65.00	21816	02/06/2024	124	01035343
Total 1950:					586.00	586.00				
1951	HOLCIM - M	719135760	STONE FOR MAIN BRE	01/24/2024	1,008.31	1,008.31	21775	02/06/2024	124	07065430
Total 1951:					1,008.31	1,008.31				
1953	Amazon Capi	143X-HC1C-	2 CLIP BOARDS FOR C	01/22/2024	11.98	11.98	21726	02/06/2024	124	01115401
		143X-HC1C-	2 SPACE HEATERS FO	01/22/2024	46.38	46.38	21726	02/06/2024	124	01115401
		143X-HC1C-	8 PK STICKY NOTE PA	01/22/2024	8.96	8.96	21726	02/06/2024	124	01105401
		143X-HC1C-	EXTRA LRG BINDER C	01/22/2024	8.99	8.99	21726	02/06/2024	124	01105401
		143X-HC1C-	GARBAGE CAN FOR C	01/22/2024	7.97	7.97	21726	02/06/2024	124	01115401
		143X-HC1C-	GIANT PAPERCLIPS	01/22/2024	16.98	16.98	21726	02/06/2024	124	01105401
		143X-HC1C-	BROTHER ADDRESS L	01/22/2024	59.98	59.98	21726	02/06/2024	124	01105401
		143X-HC1C-	NOTEPADS 3X5	01/22/2024	7.99	7.99	21726	02/06/2024	124	01105401
		143X-HC1C-	MEDIUM BINDER CLIP	01/22/2024	8.49	8.49	21726	02/06/2024	124	01105401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		143X-HC1C-	ELECTRIC STAPLER F	01/22/2024	50.18	50.18	21726	02/06/2024	124	01105401
		161X-3WMG	JANITORIAL SUPPLIES	01/16/2024	29.67	29.67	21726	02/06/2024	124	01045400
		17XN-9HR1-	PENS	01/11/2024	9.49	9.49	21726	02/06/2024	124	01165401
		17XN-9HR1-	SNOW BRUSHES	01/11/2024	91.47	91.47	21726	02/06/2024	124	01167501
		17XN-9HR1-	ENVELOPE MOISTENE	01/11/2024	6.95	6.95	21726	02/06/2024	124	01165401
		17XN-9HR1-	KLEENEX	01/11/2024	13.85	13.85	21726	02/06/2024	124	01165401
		17XN-9HR1-	ENVELOPES	01/11/2024	32.38	32.38	21726	02/06/2024	124	01165401
		19YT-R4X1-	PRINTER TONER	01/12/2024	125.79	125.79	21726	02/06/2024	124	01165401
		1JCG-TKKP	PW SUPPLIES	01/11/2024	49.45	49.45	21726	02/06/2024	124	01035400
		1RCD-D9F4-	BLANK ENVELOPES F	01/07/2024	21.35	21.35	21726	02/06/2024	124	01105401
		1RCD-D9F4-	LETTER SIZE MANILA	01/07/2024	19.31	19.31	21726	02/06/2024	124	01115401
		1RCD-D9F4-	AA BATTERIES FOR M	01/07/2024	15.19	15.19	21726	02/06/2024	124	01105401
		1RCD-D9F4-	ACCORDION FOLDER	01/07/2024	47.86	47.86	21726	02/06/2024	124	01115401
		1RCD-D9F4-	32 GB SD CARDS FOR	01/07/2024	41.96	41.96	21726	02/06/2024	124	01115401
		1RCD-D9F4-	LEGAL MANILA FOLDE	01/07/2024	16.25	16.25	21726	02/06/2024	124	01115401
		1X3W-Q39M	FLEET- TRUCK ANTEN	01/17/2024	319.30	319.30	21726	02/06/2024	124	01075400
		CM#19JM-Y	JANITORIAL SUPPLIES	01/13/2024	29.67-	29.67-	21726	02/06/2024	124	01045400
		1D1M-H9C3-	PRINTER TONER	01/07/2024	235.62	235.62	21726	02/06/2024	124	01105401
		1FPM-3YMD-	LOCK DEICER	01/18/2024	63.92	63.92	21726	02/06/2024	124	01035400
		1GV3-V6NH-	PAPER SHREDDER	01/16/2024	318.99	318.99	21726	02/06/2024	124	01027500
		1M3N-9H9R-	CITY HALL FRAMES	01/21/2024	44.39	44.39	21726	02/06/2024	124	01045400
		1XGP-1QX1-	SAFETY BOOKS	01/24/2024	138.62	138.62	21726	02/06/2024	124	07085402
		1YMK-4XN9-	FLASH DRIVE AND DV	01/24/2024	181.68	181.68	21726	02/06/2024	124	01025401
		1YTL-Q4MX-	OFFICE SUPPLIES	01/21/2024	34.48	34.48	21726	02/06/2024	124	01115401
		CM#196C-G	CREDIT FOR TRUCK P	01/22/2024	41.90-	41.90-	21726	02/06/2024	124	01075400
		CM#1PDM-Y	RETURN OFFICE SUP	01/15/2024	19.00-	19.00-	21726	02/06/2024	124	01105401
Total 1953:					1,995.30	1,995.30				
1971	Graybar Fina	15977965	SPECTRUM PHONE S	01/26/2024	2,110.85	2,110.85	21771	02/06/2024	124	01105350
Total 1971:					2,110.85	2,110.85				
1977	AIS Inc	85663	AIS MONTHLY INVOIC	01/10/2024	2,020.00	2,020.00	21722	02/06/2024	124	01065301
Total 1977:					2,020.00	2,020.00				
1985	SpectrumVol	272289	SPECTRUM MONTHLY	02/01/2024	225.83	225.83	21829	02/06/2024	124	01105350
Total 1985:					225.83	225.83				
1992	Vissering Co	Pay App 11 A	WSTP PAY APP 11	01/05/2024	1,125,265.58	1,125,265.58	21849	02/06/2024	124	35007512
Total 1992:					1,125,265.58	1,125,265.58				
2007	Swallow Con	PAY APP 5	SHALLOW-CHANEY A	01/24/2024	60,045.98	60,045.98	21835	02/06/2024	124	12007620
Total 2007:					60,045.98	60,045.98				
2016	ThermFlo Inc	T29092INV	GENERATOR SERVICE	01/23/2024	1,095.73	1,095.73	21837	02/06/2024	124	01045300
Total 2016:					1,095.73	1,095.73				
2035	ILCMA	5015	EMPLOYMENT POSTIN	01/26/2024	50.00	50.00	21776	02/06/2024	124	01105321
Total 2035:					50.00	50.00				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
2048	American Pla	1954	EMPLOYMENT ADVER	01/30/2024	125.00	125.00	21727	02/06/2024	124	01105321
Total 2048:					125.00	125.00				
2067	MS Foster	13568	FLEET- UNIT #101 CAM	12/18/2023	317.82	317.82	21805	02/06/2024	124	01075400
Total 2067:					317.82	317.82				
2069	2024 Mailbox	January 2024	MAILBOX REIMBURSE	01/10/2024	80.14	80.14	21779	02/06/2024	124	01035400
		January 2024	MAILBOX REIMBURSE	01/06/2024	107.58	107.58	21783	02/06/2024	124	01035400
Total 2069:					187.72	187.72				
2073	David Strahl	1/21-1/27/24	TEMP HR	01/30/2024	2,989.00	2,989.00	21753	02/06/2024	124	07094100
		12/31/23-1/0	TEMP. HR	01/12/2024	4,777.50	4,777.50	21753	02/06/2024	124	07094100
Total 2073:					7,766.50	7,766.50				
2074	MGT of Amer	GHR 01-000	CITY ADMINISTRATOR	01/04/2024	7,800.00	7,800.00	21801	02/06/2024	124	01105300
		MGT35173	TEMPORARY EMPLOY	01/26/2024	6,174.00	6,174.00	21801	02/06/2024	124	01165300
Total 2074:					13,974.00	13,974.00				
2075	2024 Burglar	Jan 2024- Br	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21784	02/06/2024	124	01003237
		Jan 2024- Co	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21825	02/06/2024	124	01003237
		Jan 2024- Cu	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21728	02/06/2024	124	01003237
		Jan 2024- Ei	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21740	02/06/2024	124	01003237
		Jan 2024- Fo	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21819	02/06/2024	124	01003237
		Jan 2024- Fo	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21739	02/06/2024	124	01003237
		Jan 2024- Fri	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21793	02/06/2024	124	01003237
		Jan 2024- Ha	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21854	02/06/2024	124	01003237
		Jan 2024- Ha	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21831	02/06/2024	124	01003237
		Jan 2024- Hu	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21839	02/06/2024	124	01003237
		Jan 2024- Hu	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21797	02/06/2024	124	01003237
		Jan 2024- Hy	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21782	02/06/2024	124	01003237
		Jan 2024- Jo	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21820	02/06/2024	124	01003237
		Jan 2024- Ku	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21755	02/06/2024	124	01003237
		Jan 2024- La	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21794	02/06/2024	124	01003237
		Jan 2024- Mil	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21818	02/06/2024	124	01003237
		Jan 2024- Mi	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21812	02/06/2024	124	01003237
		Jan 2024- Oc	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21772	02/06/2024	124	01003237
		Jan 2024- Pe	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21832	02/06/2024	124	01003237
		Jan 2024- Pe	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21807	02/06/2024	124	01003237
		Jan 2024- Ri	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21786	02/06/2024	124	01003237
		Jan 2024- Ro	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21729	02/06/2024	124	01003237
		Jan 2024- Sa	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21840	02/06/2024	124	01003237
		Jan 2024- Sa	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21738	02/06/2024	124	01003237
		Jan 2024- Sk	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21781	02/06/2024	124	01003237
		Jan 2024- So	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21827	02/06/2024	124	01003237
		Jan 2024- So	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21723	02/06/2024	124	01003237
		Jan 2024- To	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21822	02/06/2024	124	01003237
		Jan 2024- Vr	REFUND BURGLAR AL	01/25/2024	100.00	100.00	21752	02/06/2024	124	01003237
Total 2075:					2,900.00	2,900.00				
Grand Totals:					1,906,663.80	1,906,663.80				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
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Report Criteria:
Detail report type printed
[Report].Check Issue Date = 01/25/2024,02/06/2024