



Regular City Council Meeting

Crest Hill, IL

October 16, 2023

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 Tabled Minutes from the Regular Meeting Held on August 28, 2023
- [2.](#) Approve the Minutes from the Work Session Meeting Held on September 25, 2023
- [3.](#) Approve the Minutes from the Regular Meeting Held on October 2, 2023
- [4.](#) Approve the Minutes from the Work Session Held on October 9, 2023

City Attorney:

- [5.](#) Approve a Resolution Approving a New Policy Regarding Attendance at Weekly Staff Meetings Called by the City Administrator

City Administrator:

- [6.](#) Approve the Creation of a New Position and Proceed with the Hiring of a Communication Specialist

Public Works Department:

City Engineer:

- [7.](#) Execute a Proposal with Safe Step, LLC. for a Small Pilot Sidewalk Program that will Evaluate, and Repair Identified Locations not to Exceed an Amount of \$36,360.00
- [8.](#) Approve Change Order No. 2 for the U.S Route 30 Water Main Lining Project which will Increase the Contract Amount to \$3,167,938,54

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.

- [9.](#) To Formally Reject the Well 14 Bids and Send the Attached Rejection Letter to All Bidders Stating the Reason for the Bid Rejection
- [10.](#) Execute a Proposal with ESC Midwest, LLC to Perform Professional Environmental Engineering Services for the Phase 1 Environmental Site Assessment for the Old City Hall not to Exceed an Amount of \$10,900.00

Community Development:

Police Department:

- [11.](#) Approve a Special Event Police Services Agreement with Carillon Lakes for October 22, 2023
- [12.](#) Approve a Special Event Police Services Agreement for Siegel's Cottonwood Farm for October 21 & 22, 2023

Mayor's Report:

City Clerk's Report:

City Treasurer's Report:

- [13.](#) Approval of the following Collective Bargaining Agreements:
 1. City of Crest Hill and Metropolitan Alliance of Police, Chapter 15 (Patrol)
 2. City of Crest Hill and Metropolitan Alliance of Police, Chapter 16 (Sergeants)
- [14.](#) Approval of the List of Bills issued through October 17, 2023 in the Amount of \$2,955,583.52
15. Regular and Overtime Payroll from September 25, 2023 to October 08, 2023 in the Amount of 231,471.82

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

16. 120 ILCS 5/2(c)(11)--Litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting
17. 5ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity

Adjourn:

MINUTES OF THE WORK SESSION
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
August 28, 2023

The August 28, 2023 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, Alderperson Scott Dyke, Alderperson John Vershay, Alderperson Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderperson Mark Cipiti, Alderperson Nate Albert, Alderperson Joe Kubal.

Also present were: City Attorney Mike Stiff, Management Consultant Steve Gulden.

Absent were: Assistant Public Works Director Blaine Kline, Interim Planner Maura Rigoni, Police Chief Ed Clark, Finance Director Lisa Banovetz, City Engineer Ron Wiedeman

TOPIC: New City Center Facility Grand Opening and Ribbon Cutting

Alderwoman Gazal commented that after she received an email from the mayor, she reached out to him to see if the Council members were going to be involved in any way with the Grand Opening. She commented that since there are ten elected officials and we spent \$20,000,000.00 on this building, she felt this needed to be discussed. She stated that she has some concerns with the event, one being it is so close to the winter fest and the Christmas break, plus we are doing touch a truck, and possible trunk or treat and feels everything has a time and place for it. She also stated that we cancelled the National Night Out because we don't have enough police staff and now, we will be needing them for safety for this event as well. She commented that she was wondering who was going to be invited and feels past officials should be invited and she also asked how we are going to pay for this event. Alderwoman Gazal commented that staff have been overworked and department heads are taking many tasks on throughout the year and then we are going to have the parade and Christmas event. She stated she feels we need to do something simple, possibly a couple hours before a meeting and invite whomever you would like and do appetizers and refreshments.

Alderperson Oberlin commented that the celebration of the building is a big thing, and the Council has been involved in fixing problems of the building but not asked our input on a grand opening and stated that she finds it very distasteful that the council did not have any input.

Alderwoman Gazal commented that a meeting was held, and Alderman Cipiti was not invited to the meeting, and he is on the committee. She stated all members should be treated equally.

Mayor Soliman commented that there was a staff meeting, where six or seven staff members attended, and the idea was discussed, and we chose a date and two hours later he announced to the City Council to save the date and further discussion was coming. Mayor

Soliman then stated that staff met the next week and Management Consultant Steve Gulden joined the group and he feels that Steve Gulden is the most qualified to handle the open house and lead this group since he had already planned and lead the same event for a municipality twice the size of Crest Hill and it was successful. Mayor Soliman stated at that point and time he turned over the lead of the grand opening to Steve Gulden.

Steve Gulden commented that he attended his first staff meeting last week and the mayor asked him to attend, and he feels it is a good idea to have an open house. He stated the mayor asked if he would like to oversee the event and he commented that it would be up to the Council to decide.

Alderpersion Oberlin asked Steve Gulden if at his previous municipality where he had planned this event if he included the Council in the planning. Steve commented that a memo was sent out to the trustees at his previous employer asking if they wanted to be a part of the event. Alderpersion Oberlin commented that she did not understand why the mayor did not bring this up at the meeting the night before the announcement was sent out and she felt it was offensive that he did not say anything about contributing their opinions. Mayor Soliman asked Alderpersion Oberlin what the title was in the announcement he sent out announcing the grand opening. Alderpersion Oberlin stated it said, 'Save the Date'.

Steve Gulden commented that a grand opening is a great idea, but a committee should be created. He commented we have one time to make a great first impression of the beautiful building and it should have pride with the residents and be classy with a budget set. Steve also commented that in Romeoville we did fancy invitations, had one night when legislators spoke and then the following day the residents came through for tours and served finger foods.

Alderwoman Gazal commented that she has no problem with Steve Gulden doing this or the mayor. She commented that she never said let's not do this, her problem was if the Council will be involved in any decisions.

Steve suggested a committee with Council members and staff and make the meetings in the evening to accommodate schedules and whoever wants to join and give their input along with the committee members Alderman Albert and Alderman Cipiti.

Alderpersion Oberlin commented that she doesn't disagree with anything Steve Gulden has said and the most encouraging thing that she heard said was that anyone who wants to participate can and she agrees with everything Steve Gulden has said.

Alderman Albert commented that he wanted to clarify something that Alderwoman Gazal and himself had a conversation about last week. He stated that Engineer Wiedeman reached out to him about some timely things regarding holidays that are coming up and some ideas about the banners and a quick meeting was had by City Clerk Vershay-Hall, Commissioner Seeman, Assistant Public Works Director Kline and himself. He commented that the meeting that was had turned into talking about everything under the sun; banners, open house, winter fest, summer fest, and pretty much turned into a brainstorming meeting. Alderman Albert commented that he stated that Alderman Cipiti needed to be a part of this, and we tentatively have another meeting scheduled for this Friday, September 1, 2023. He also commented he was unsure what role, if any, the Events Committee will play in this open house, but it sounds like things have transitioned since that first meeting but either

way it goes, he agrees with everything said that it should be done classy and top notch to make that good first impression. He also stated that we need to define what roles we are having in these events and what type of budget. Alderman Albert commented that this thing was thrown in his lap just like the events committee when Alderperson Oberlin resigned. Alderperson Oberlin stated she did not throw this in Alderman Alberts lap, and she did not appoint him. Alderman Albert stated that Alderperson Oberlin didn't even tell him at that time that she was resigning from the Events Committee.

Alderperson Oberlin commented that she does not understand why anyone on the staff is running around making decisions about these things without consulting the Council. Alderman Albert commented that no decisions were made, it is staff that has these ideas. Alderperson Oberlin stated that the staff should not be calling certain alderpeople and telling them their ideas or holding meetings; they should be suggested to the Council. She also commented that finding out that some engineer is making plans for banners that the Council knows nothing about is very unsettling.

Consultant Gulden commented that we have too many staff members picking up phones and contacting whomever and let's do this should not be happening. He commented that it should go through him, and it should be channeled.

Alderwoman Gazal commented that the banners should be under public works not an engineer coming up with banners. Steve stated that she is correct that anything with buildings and grounds is public works and banners is part of maintenance which would be public works.

Alderperson Oberlin commented that the Council cannot be left in the dark and the Council should be involved. She commented that she is very tired of that.

Consultant Gulden commented that the open house should be this year and a committee meeting held in the evening to kick it off and staff takes direction and moves forward. He also commented that a date will need to be made, that there are pros and cons to a Saturday night but to email him the dates that you think are important.

Mayor Soliman asked if anyone would like to serve on the committee. Alderperson Oberlin commented she would like to.

Alderwoman Gazal asked if we could pick a date tonight since the newsletter is going out.

Consultant Gulden commented that he received an email from Engineer Wiedeman going to several other individuals about an event meeting this Friday, September 1, 2023 at 10:00a.m. Discussion about this email followed and who it was sent to. Consultant Gulden stated it came from Engineer Wiedeman and went to City Clerk Vershay-Hall, Public Works Assistant Director Kline, Commissioner Seeman, and Alderman Cipiti and Alderman Albert received a copy. Alderperson Oberlin stated that those people should not be calling meetings.

Treasurer Glen Conklin asked if we are paying staff that are attending the open house who are working and/or attending. Alderperson Oberlin commented that she does not feel we would pay staff for attending. Alderperson Oberlin commented that we should not be deciding that right now. Consultant Gulden commented that a date for the event and a date

for the committee to meet should be made tonight and the rest will be discussed by the committee.

Mayor Soliman asked if anyone has a problem with the date of Saturday, October 21, 2023. There were no objections. He also asked if anyone had a problem with the time of 10:00 to 2:00p.m.

Consultant Gulden recommended to do the open house from 10:00a.m. to 1:00p.m. He also stated we should have a tour but that we should not have a touch-a-truck or trunk-or-treat at the same time. We should be focusing on this building and the grand opening. He commented that we need to hire a caterer and have a trinket of some sort that could say they attended the event.

Aldersperson Oberlin and Alderwoman Gazal agreed with everything that Consultant Gulden had stated and said the residents should be touring the facility and meeting people, elected officials, and staff. Consultant Gulden commented that the residents absolutely need to meet the officials and staff and see how the government works.

Consultant Gulden commented that there will be a meeting and salaried staff will be required to attend. Alderwoman Gazal commented it needs to be during working hours, so overtime is not paid. Consultant Gulden stated that there will be some overtime for public works to clean before and after and handle the garbage.

City Attorney Mike Stiff asked who all would be meeting, and it would need to be posted 48 hours in advance of the date of the meeting. It was discussed that the committee meeting will be held on Friday, September 1st at 6:30p.m. Only salary staff should be here for this meeting. Consultant Gulden stated he believes that the Police Chief needs to be at the meeting as well.

Mayor Soliman commented that Friday, September 1, 2023 at 6:30p.m. will be the committee meeting and Aldersperson Oberlin is the only person who spoke that wanted to be on the committee and whoever else wants to be present can be present. He also stated that the open house will be held on October 21, 2023 from 10:00a.m. until 1:00 p.m.

Alderman Albert asked if this meeting will be posted as a work session with a discussion of the open house? Attorney Stiff stated that it should be posted as a committee of the whole. Alderman Albert asked if it would still be considered a work session even if one or two Council members attend? It was stated that if two Council members attend nothing will need to be done but if three or more Council members attend it will be held as a work session. Alderman Albert stated he wanted to make sure that the council is not getting paid for this committee meeting.

Alderman Kubal commented that if this is an event planning committee meeting there are only two aldermen on this committee. Alderwoman Gazal stated so far there are five alderspersons. Alderman Albert stated he cannot make it. Alderwoman Gazal commented that she will be attending. Alderman Jefferson commented that he plans on attending. Alderman Dyke commented if he attends, he will be late. Alderman Kubal commented that he will not be attending and to just let him know when and where.

Attorney Stiff commented that if it is just two alderpersons and staff, you can gather ideas and do not need the other six alderpersons there and those ideas will come back later to the Council. Alderperson Oberlin commented that the ideas do not come back to the Council and that is why we want to participate and want to have our say in this. Alderman Albert asked Alderperson Oberlin, how did the rest of the Council have a say in everything you did for the ten years you were on the committee? Alderperson Oberlin said that was different. Alderman Albert asked Alderperson Oberlin why it was different, and Alderperson Oberlin commented that it was different because it was private money. Alderperson Oberlin commented that the Council should be included since they are expending city funds. Attorney Stiff commented that we should just call it a special meeting of the City Council. Alderwoman Gazal asked if it could be done an hour before a City Council meeting. Consultant Gulden commented that he will not be at the Council meeting on September 5, 2023.

Alderwoman Gazal commented that we are having this big event and we do not have an evacuation / emergency plan in place and have not done a drill.

Alderwoman Gazal commented that all that really needs to be decided is the catering.

Alderperson Oberlin commented that why don't we just put the committee meeting on the agenda for the work session on September 11, 2023 and we won't have to call a special meeting. Consultant Gulden commented that that would be a good idea.

TOPIC: Consideration to create a Social Media Specialist Position

Consultant Gulden informed the Council that we have received 27 applications for the Information Technology Manager position and 11 applications for the City Planner position. He commented that in the past they have discussed the probability of a social media/communication/public information type of position and wanted to know if this would be something we would like to pursue.

Consultant Gulden commented that we need to figure out how to promote the city and our great residents and staff within this city. He also commented how we need to be consistent on notifying the residents when there is an emergency and how to get this information out to them. Consultant Gulden stated he talked to the Finance Director Lisa Banovetz to see if the budget could support this salary and the benefits that the position would cost, and Director Banovetz told him the budget can support it.

Consultant Gulden commented that this person could do several things, for instance, create articles, work with non-profits, food drives, work with newspapers, manage our webpage and do surveys, etc. He commented that we need a spokesperson for the city.

Consultant Gulden commented that we should not have department heads worrying about social media content. This should come from a consistent, strategic individual that works here at City Hall. Alderwoman Gazal asked if the communication person can handle events as well. Consultant Gulden stated that that person could handle special events. He also stated that Romeoville has two people that did the communication to the residents. If we look over the past 15 years surrounding communities are all on social media.

Alderman Gazal asked about our cable channel and how it is not updated. Alderman Oberlin commented that our cable channel is very outdated and needs to be kept current.

City Treasurer Glen Conklin commented that the job description for this Social Media Specialist seems too narrow of what the Council is wanting. Consultant Gulden commented that the job description is a sample we can update the job description to include more of what is wanted.

Alderman Cipiti commented that he sees the positives in a position like this, but it should be more of a higher priority to fill upper management positions first and a City Administrator first and then have that person fill these types of positions.

Alderman Gazal stated that she disagrees because she feels it is good to hire these types of positions first, that way when the upper management position is filled, they are not overwhelmed.

Alderman Albert stated he is in full support of this and feels public relations needs to be in the title and this will help the negative views that we have.

Mayor Soliman stated that no action will be taken on this tonight. Consultant Gulden stated he will bring it back at the next work session in two weeks.

PUBLIC COMMENTS:

Stuart Soifer, a resident, commented that there are three major colleges and universities in the area and maybe we can possibly fill the Social Media Specialist position with an intern.

Mackenzie Reinhart, 1700 block of Raynor, asked if a house is habitable when there is no running water. Mayor Soliman commented that it is not habitable and asked for the address. Mackenzie stated the address is 1907 Kelly Avenue. She also stated that she talked to a Police Officer about a person with a warrant that was listed at a house on Wilcox and the officer was not interested in it. She stated she has a list of addresses with people who have warrants and the Police Officer did not seem interested in doing anything about it. Mackenzie also stated that cars are speeding down the street and there are children getting off the school bus and that she has not seen a Police Officer around the neighborhood patrolling for the speeders. Alderman Oberlin asked Consultant Steve Gulden to get a copy of the list that she has. Mackenzie stated that these residents are stealing other people's water, as well. Consultant Gulden asked which streets were the speeders on? She commented that there is a lot on Kelly going towards Theodore and Raynor, as well. Mayor Soliman asked if the Police Chief had her name and number. She commented he does but he has not reached out to her yet and she has more things to discuss.

Linda Dyke, a resident, commented that the garbage is overflowing at that same address. She commented that a neighbor stopped her and told her about the overflowing garbage and now there is a mattress out there and she questioned what happens when the garbage service comes tomorrow, and the garbage is not picked up since there is no water service being paid. She commented on why US Bank, the owner, is not doing anything about this home. She also asked the city attorney if we had sent a letter to US Bank regarding this address. Attorney Mike Stiff stated he has not. Linda commented that we, as a city, have done nothing about this for a year now, to get rid of this problem. Linda asked what it will

take, should she bring every neighbor from Wilcox, Kelly, Inner Circle, Burry Circle, and Prairie Avenue here. She also commented that this has been going on for over a year and nothing is being done and this is now snowballing, and we have highly paid people in the city doing nothing. Linda asked Mayor Soliman what he was going to do about this. Mayor Soliman stated at the last meeting the Police Chief gave you a very detailed report of what they have been doing and that the Police Chief and Building Department are working on it and they must follow the law in doing so.

Consultant Gulden stated that because Crest Hill is not a home ruled community, we do not have the same process as a home ruled community to evict them. Consultant Gulden also stated that we do not have the right to go knock on the door and see if their water is off, we would have to have a warrant to enter the house. City Attorney Stiff commented that we need to put pressure on the bank since they own the property, and the bank can allow our officers entry to the property.

Alderpersn Oberlin commented that she had a problem in her neighborhood where there was a squatter that had taken over a house and it took nine months to get something done. Consultant Gulden commented that it takes a long time to evict someone and that the law really protects squatters. Mayor Soliman commented that part of the problem is during Covid Will County could not evict anyone, but he stated that the Police Department is working diligently on these properties. Alderman Vershay asked why squatters can not be arrested for breaking and entering? Attorney Stiff commented that you must catch them in the act of breaking in because once they are in and established residency the law looks at it differently.

Linda commented that she thought that Section Eight Housing could not have police calls at the residence or they would be evicted. Consultant Gulden stated that that is correct, and he explained how the former Section Eight Housing, which is now called the Voucher Program, works.

MAYORS UPDATES:

There were no mayor updates.

COMMITTEE/LIAISON UPDATES:

Alderpersn Gazal asked why the Route 66 sign was placed behind the handicap sign? Alderman Albert commented that it does look awkward behind the handicap sign. Mayor Soliman stated it is temporary and will eventually be taken to Lucky Brothers when they are built.

Attorney Stiff commented that according to the M.O.U. agreement they were supposed to contact the city on when it would be delivered and certify there was no damage. Alderpersn Oberlin commented that this is another case of people doing things without going through the channels. Alderpersn Gazal commented that she reached out to Assistant Director Blaine Kline to see if he was responsible for putting it there and he was not. Alderman Albert commented that it was agreed by the Council to place it here at the City Center until the main location is available but not to place it behind a handicap sign. Consultant Gulden commented that it would look nice to install a concrete pad and put it at the corner by the City Center. Alderman Cipiti commented that the idea is for people to

take pictures by it, and it needs to be placed somewhere with a nice background to allow that activity without causing congestion or by a handicap sign. Alderman Albert commented that he feels it should stay here and not be moved.

Attorney Stiff commented that we have the right to choose where it goes, but we must have a temporary location until we finalize where we want to place it and we must have a joint ceremony to recognize it for the 100th year anniversary.

Mayor Raymond Soliman asked to deviate from the regular agenda for an executive session on personnel 5 ILCS 120/2(c)(1).

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Executive Session 8:20 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderperson 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, Oberlin, Cipiti, Albert, Kubal.

NAYES: None.

ABSENT: None.

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

Reconvened 9:01 p.m.

Alderman Cipiti asked Consultant Gulden if he was familiar with the situation with the executive session room not being soundproof. Mayor Soliman commented that the Executive Session Room, Mayor's Office, and Administrators Office have been insulated already and he has noticed a big difference. (The record was corrected at the October 2, 2023 meeting). Alderman Cipiti asked when the work was done. Mayor Soliman stated that Building Commissioner Don Seeman had informed him it was done a couple of weeks ago. Alderman Cipiti commented that he was wondering since we approved the work to be done months ago and have not heard anything and have been holding executive sessions in the Chambers. He commented that we paid for the work to be done and are not going to be using it. Mayor Soliman commented that he feels it would be better to stay at the dais. Alderman Cipiti stated that we paid to be able to use the executive session room. Mayor Soliman asked him if he would like to meet in the executive room instead of the Chambers. Alderman Cipiti stated that the point is we never use that room and every time we ask the residents to leave the building because we can't use the room that the taxpaying dollars helped build. Mayor Soliman stated that we will move executive sessions in the room and informed City Clerk Christine Vershay-Hall to set it up for each meeting. Alderman Cipiti stated he feels like he is getting the impression that the mayor is doing this begrudgingly and not because it is the right thing to do. He also commented that we built the room for a

reason. Mayor Soliman commented that there are three people sitting here and if the residents would reasonably leave, we could stay here but if they want to stay, we can go back there. Alderman Albert commented that we should decide this as a group. Alderman Cipiti commented that he does not understand, and he is the only one saying anything about it. He stated we paid to have the room to use it, why are we not using it. Alderman Albert commented that some people are having trouble hearing in the Chambers. Mayor Soliman asked what everyone thinks. Alderwoman Gazal commented that that was the plan from the beginning. Alderman Albert commented that we need to be walking outside to see if residents are still here and alert them that we are back in session. Alderman Albert stated we need to be very clear to the residents that we are back in session. Mayor Soliman asked if anyone would have a problem meeting in the executive room for the executive session. All were in favor.

The meeting was adjourned at 9:06p.m.

Approved this _____ day of _____, 2023

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
September 25, 2023

The September 25, 2023 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, Alderperson Scott Dyke, Alderperson John Vershay, Alderperson Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderperson Mark Cipiti, Alderperson Nate Albert, Alderperson Joe Kubal.

Also present were: Interim Management Consultant Steve Gulden, Police Chief Ed Clark, Finance Director Lisa Banovetz, Interim Director of Community Development Ron Mentzer, City Attorney Mike Stiff.

Absent were: Assistant Public Works Director Blaine Kline, Interim Planner Maura Rigoni, City Engineer Ron Wiedeman, Building Commissioner Don Seeman, Interim Employee Relations Manager Dave Strahl.

TOPIC: Creation of a new position: Communication Specialists

Interim Management Consultant Steve Gulden commented that we discussed this position around six weeks ago at a work session. He noted a suggestion from Alderwoman Gazal which was to look at a broader scope of this position, possibly as a public communication position. Steve commented that we can have this communication person for crisis communication. He commented that this was all added in the job description. Steve commented that this person could be our public communication officer for things like a police incident or a major fire and have this person draft news releases or press conferences.

Steve commented that his initial thought was to hire someone who is right out of college, who might have a social media background or a marketing degree, but when you have someone in a crisis communication matter you want someone with more experience, which it was thought to increase the salary range to \$55,000.00 - \$75,000.00 for someone with experience. Steve discussed this with the Finance Director Lisa Banovetz, and she felt that the budget can handle the increase for this position.

Alderwoman Gazal asked how Steve came up with that salary range. Steve commented that he looked at other municipalities that have this position and what they pay, such as Antioch, Romeoville, and Joliet. Alderwoman Gazal commented that she feels we cannot compare to Romeoville since they are bigger and feels we need to lower the pay range.

Alderman Cipiti commented that this is a new type of position for the city, and he feels it should start out as a part-time position and see what the workload would be for this position, then maybe after 6-12 months re-evaluate the position. He also commented that he would like to take it a little slower.

Steve commented that if they do decide to go part-time, you will have to scale back the job description, Steve also commented that image is everything in today's marketing and he believes to portray the positive, and we need a dedicated person to bring that positive image out to the public.

Aldersperson Oberlin commented that she believes that we need to go with a full-time person to get the level of competence we need. She also commented that we can always re-evaluate later in the year. She also wanted the job position to include the cable channel and the scroll to inform the public and make changes as needed. Steve commented that under Essential Duties and Responsibilities, bulletin number 7, it states to monitor all forms of communication including the city's media channels. Aldersperson Oberlin stated that she seen that but would specifically want the cable channel included and be known that he/she will be the one dictating how this looks. Steve commented that we can add cable in there.

Aldersperson Oberlin also stated that she believes it is very important to have this position.

Alderman Albert commented that he likes everything presented in the job description and he agrees with Aldersperson Oberlin about adding the cable channel.

Alderman Vershay commented that if you go with part-time, you won't find a person that meets half the qualifications. Steve commented that you won't find a committed person at a part-time level, they will leave eventually when a full-time position opportunity comes along.

Alderman Cipiti asked if it would be a one-year contract or how would this be re-evaluated after one year. Steve commented that it would not be a one-year contract and that most will not take that job knowing there is possibly an end to the job at the one-year mark. Aldersperson Oberlin commented that at the end of one year you would have a performance evaluation done and if you are not living up to your performance, then we would have to change something.

Aldersperson Oberlin commented that at the conference this past weekend they kept stressing about having a professional City Administrator that keeps the Council and public informed and updated.

Alderman Jefferson asked if this person would handle the public communication for the entire city including the Police Department and Public Works. Steve commented that if there were a crisis this person would open the conference up and turn it over to whoever is handling this in the Police Department but if there is a water main break or a gas leak, etc. this person would handle it.

Attorney Stiff commented that this person would report to the City Administrator and the message that the Communication Specialist will be sending out needs to be reviewed by the department head as well before the message goes out to the residents.

Steve stated that the administrator will oversee this person, and all department heads are the crisis team, and everyone should be talking to each other, and the message should be crafted within all departments. Aldersperson Oberlin commented that what she likes most is that this will be communicated to the Council prior to the message going out to the

residents. Steve commented that it would typically be the City Administrator communicating with the Council.

Alderman Jefferson stated that this position is listed as a nonexempt position. Steve stated it is a non-union position. It was stated that it should be listed as an exempt position.

Alderman Kubal commented that he feels the city needs this kind of position and think this will give a lot of opportunity to improve our communication to the residents.

Mayor Soliman asked for an informal vote for creating the Communication Specialist position and for the advertising of this employee with a salary range of \$55,000.00 - \$75,000.00.

It was commented that we are amending the description to include the cable channel, to list as an exempt position, and amend the salary to \$55,000.00 - \$70,000.00.

Alderman Albert and Alderman Kubal commented that they are fine with listing the position at \$55,000.00 - \$75,000.00 if needed.

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

NAYES: None

ABSENT: None.

TOPIC: Consideration for the Approval of the 2023 Annual Tax Levy

Finance Director Lisa Banovetz commented that it is the same form of information that they received last year and will not repeat it unless the Council wants.

Director Banovetz mentioned that 2023 is a quadrennial year for Will County, which means the Illinois State Statute requires every parcel in Will County to receive a revised assessment notice regardless of whether the property has changed or not. She commented that this assessment showed the prior year's assessment, the township assessment, and Will County's final assessment and multipliers were applied. She commented that she wanted to mention this since people in Will County have seen their tax bill increase, which has nothing to do with the city.

Since we are a non-home ruled community, we are only subject to look at what we received last year and the city would receive either 5% more than what we received the prior year or the Consumer Property Index (CPI) increase, whichever is less.

She went over the Property Tax Levy Year 2023 Booklet. She explained the Truth-in-Taxation and the Property Tax Extension Limitation Law (PTELL).

She commented that the total amount of the Levy for 2023 is \$2,589,000 for the tax levy for all funds and it will be brought to the Council next week for approval.

She commented that most of one's tax bill goes to the schools and the city only receives 6.45% of tax bills. She stated that 62% goes to schools, fire protection district receives 13%, County receives 7%, Crest Hill receives 6%, and the park district receives 5%. She also stated that we only budgeted 15% of property taxes that went into the general fund.

She discussed the extension limitation law and staying within the 5%. She also commented that our bond rating of AA has not changed. She stated that if a city takes on additional debt that will affect your bond rating, but the city hasn't and the city has been fiscally responsible and has done a great job with not taking on any debt.

Interim Management Consultant Steve Gulden commented that going back to the Communication Specialist position and how this would be great to put on social media how the residents only pay 6.45% for public service such as, police, public works, watermain breaks, and snow plowing.

Mayor Soliman commented that it is great that there are 36 municipalities in Will County, and we are number 15 and if you get your property tax rebate check we are number 12 out of 36 municipalities. He also stated we are funded 80% by the Police Pension Fund, which is one of the highest for this area and we are very lucky. He also commented that with the AA Bonding rate we are number 3 out of 22 rankings which is a good ranking.

Alderperson Oberlin commented that we did a lot of hard work to get the Police Pension funded correctly and wanted to thank all the Council members, along with Director Banovetz and Treasurer Conklin.

Mayor Soliman also wanted to thank the past officials and past city Finance Directors and Treasurers for getting us where we are.

Treasurer Conklin commented that we are closer to 70% with the Police Pension Fund. Mayor Soliman commented that 70% is impressive as well. Treasurer Conklin commented that they have taxed everything they could and still ended up being much less expensive than others.

TOPIC: Stop Sign Placement behind 20631 Renwick Road

Police Chief Ed Clark commented that he is addressing a situation that Alderwoman Gazal brought to his attention regarding residents that are concerned about the lack of stop signs at the roadway easement behind Crusade Burger located at 20631 Renwick. Chief Clark stated that he believes that this had fallen through the cracks during the development. He commented that he went out and took some ariel pictures and has talked to Caton Development who was helpful on how things worked. He also commented that he looked at the area and found locations where stop signs could be placed. He and Attorney Stiff have been discussing how we can get these stop signs accomplished. Attorney Stiff commented that these are private roads and if we can get the owner of the strip mall where Crusade Burger is located to agree to place a stop sign on their property but then the question will be enforcement, and he doesn't know who we can go to and get an enforcement agreement. If the Council is interested, we would need to get ahold of the other property owners and see if they are willing to allow the Police Department to enforce the stop sign on a private road. He also commented once you start placing something on a private roadway you have the duty of maintaining that stop sign.

Alderwoman Gazal commented that back in the day the city should've followed through when this area was developed. The city should have done a traffic study and placed stop signs.

Attorney Stiff commented that if the city wants to put a stop sign and the property owner will allow it there is still the question of how we enforce the stop sign and have an enforcement agreement with everyone who owns that road.

Steve commented that typically before you go into a retail development you must have so many feet before you can have another stop sign. He also commented that if you don't get four property owners to sign off on an enforcement agreement, he would highly advise not to put a stop sign because if there is an accident you will be sued.

Alderwoman Gazal asked who was enforcing the stop sign behind the bank, it is the same road. Steve commented that we cannot enforce the stop sign since it is private property.

Alderman Albert commented that the only difference from the bank stop sign is that they are entering into a public road and the private property stop signs would be entering into additional private property.

Attorney Stiff commented that the city has immunity for not following a law that is in the books, you can't sue the city for not following one of your own ordinances or statutes. He also commented that if he was in an accident in a mall parking lot it would be between the parties and not the city and could possibly end up in civil court. Steve commented that would change if we put a stop sign up with no enforcement agreement and no ability to enforce the stop sign, and then be sued for not enforcing the stop sign.

Alderwoman Gazal questioned how we enforce the stop signs that we installed in Remington, is it because it comes out to Ontario, a public road. Chief Clark commented that it is because we have an enforcement agreement.

Steve suggested putting up temporary signs that say cross traffic does not stop, until we can get all four agreements, which Caton Development would have to do.

Alderman Albert asked what about a special service area for this since this is going to be a problem once it is developed because the center of the roadway is property lines. Steve commented that it will be a disaster, but the best thing would be if an investor purchases the vacant lots and the approval process the city can say you need to do these things in the process. Steve commented that typically a special service area is to do it before the development is built and must be unanimous.

Alderman Vershay commented that this was a big discussion long ago and he isn't sure if this property is even in the city. Steve commented that he is assuming it is since the County has it in the city.

Mayor Soliman asked when this was built, and it was noted in the early 2000's. Alderman Albert commented that the problem comes in when it was subdivided, and it didn't include any rights-of-way. Steve commented that in the future when the streets have potholes and cracking and there is no mechanism to get this fixed and the business owners do not want to pay for it then it will turn into a nightmare when code violations are given to these business owners.

Alderman Albert commented that if the rest of the property gets developed it will be easier to fix these issues but right now, we cannot put stop signs on private property.

Alderwoman Gazal asked if we could check how much the lots cost and maybe the city can invest in buying the lots. Steve commented that the two big inner lots were \$2,000,000.00 each and it was agreed to \$1,000,000.00 each six months ago.

Steve recommended that we should contact the owners of the strip mall to erect a sign stating that cross traffic does not stop and contact the owners of the other properties and investigate a special services area.

Chief Clark commented that he can provide owners information and start documenting conversations with them, and he will contact the owners regarding cross-traffic signs, especially Crusade Burgers.

Attorney Stiff asked if there have been any reported accidents to our knowledge. Alderwoman Gazal commented that two residents, one that lives on Heron was upset because he has felt twice that he was going to get in an accident and at nighttime people are speeding out of the restaurant. She commented that just the other night a car flipped on Borio in that area.

Police Chief Clark also commented that he wanted the Council to know they are fixing the prisoner phone since the other one was ripped off the wall and wanted to let them know there will be an invoice for that coming shortly.

TOPIC: Consideration of Plan Commission Recommendation to Approve Flagpole Set Back Variance at 2386 Jorie Court

Interim Director of Community Development Ron Mentzer commented that at the last Plan Commission meeting they reviewed and unanimously approved a setback for a variance request for a proposed flagpole for Reza Auto Repair located at 2386 Jorie Court. The flagpole would be on the east side of the property. The zoning ordinance requires the setback from all property lines a distance equal to the height of the flagpole. The flagpole's proposed location complies with the setback requirement of the property lines. There is a unique circumstance with this property which is a storm water out lot that separates this property from Gaylord Road.

Alderman Oberlin commented that there is no issue for him to have the flagpole and she has no problem with the variance.

Alderman Albert asked if this will be just an American flag on the flagpole. Reza Jaddi, the owner of Reza Auto Repair, stated that it would be a larger version of the American Flag at the top and underneath would be a Blue Line Flag that would support Law Enforcement. Alderman Albert asked if that could be a condition of the approval. Attorney Mike Stiff commented that you cannot dictate content. Alderman Albert commented what if he puts up a Reza Auto Repair Sign. Interim Management Consultant Steve Gulden commented that there is nothing you can do about it. Legally we cannot dictate what other flags are placed on the pole.

Aldersperson Oberlin asked how long the current flagpole has been there and has the same two flags been on the pole that entire time. Reza commented yes and approximately four years.

Reza commented that they have always had an American Flag hanging on the front of his building. He also stated he has been there thirteen years and is a permanent fixture and he owns ten properties in the City of Crest Hill, and he wants to show his pride for our Country.

Alderman Vershay asked if it falls will it fall in the street. Attorney Stiff commented that it will either fall into a retention pond, parking lot, or into the building on his property.

Mayor asked if any Council member has a rejection with the request of the variance on the setback. There were no Council members that had a problem with the setback.

TOPIC: Consideration of Reza's Auto Repair for a Waiver of the Standard Variance Application Fee

Mayor Soliman commented that Mr. Reza Jaddi is a veteran and the mayor thanked him for his service. He also commented that the Plan Commission was asking for consideration of a waiver of the Plan Commission fee. Interim Director of Community Development commented that about three years ago the City Council approved a fee resolution, establishing what the fees would be for these types of applications. He noted that in a commercial setting the application for a variance is \$1,000.00 and if this was a residential setting the fee would be \$150.00. Those fees are collected to offset the cost of processing these types of requests. The Plan Commission was upset with the variance charge for an American Flag. They felt the \$1,000.00 was steep in this case. The applicant submitted an email asking to have this fee waived. Interim Director Mentzer and Interim Consultant Gulden met and after discussion it was suggested to have a fee of \$250.00. This would be more than a residential situation but far less than what we normally charge for a setback variance.

Alderman Albert commented that the same work is involved if it is residential or commercial.

Aldersperson Oberlin asked if we are looking to alter the ordinance going forward. Ron commented that it is something we can do. He does feel this is a unique situation because it could be more of an elaborate setback variance request. Ron suggested maybe modifying the fee chart that was approved to specifically state commercial setback variance for flagpoles. Attorney Stiff commented that as of now the fee schedule is for variances in a commercial setting, across the board. This could take a lot more work than a variance for a flagpole. He believes you can have a separate fee for flagpoles, but he would suggest not lowering the fee for commercial variances.

Alderswoman Gazal asked how we can control this and will this open a can of worms. Steve commented that we can deny the variance.

Aldersperson Oberlin commented that she has no problem with having a reduction for flagpole variances only, but we need to be fair and consistent. Alderman Cipiti commented

that he has no problem with looking at the structure of the fees but until that happens, we should go with what we currently have.

Mr. Reza stated that he wanted to be very clear, he is not asking for a waiver. He stated that he wants to pay but feels the fee should have been more on the residential side of it. He commented that he feels the fees for a commercial and residential variance should be closer in cost. Reza commented that he would like to make it easier for anyone else to put up a flagpole and not be discouraged by the costs. He stated that he knows there is a process and does not want a waiver and is willing to pay the proposed amount.

Steve recommended that we come back with a revised fee schedule then look at refunding Mr. Reza back the difference.

Aldersperson Oberlin commented she does not want to punish a good businessman from displaying the American Flag and think Steve's recommendation is a wonderful idea.

Alderman Vershay commented that anyone who wants to put up an American flag should not be charged since they are proud of our Country. He also stated he is proud of Reza Jaddi.

Alderman Cipiti commented that he liked Steve's recommendation and then change the fee going forward. Steve commented that at that time we would refund Mr. Jaddi if approved by the Council.

Alderman Jefferson commented that after hearing the explanation of all the fees associated with the variance, he is agreeable with the recommendation from Steve.

PUBLIC COMMENTS:

Stuart Soifer, the president of the Renwick Club Homeowners Association, gave a little history on the stop sign. He commented that over twenty years ago the subdivision was turned over to the homeowners. He commented that board members, the previous Police Chief, the Fire Chief, the City Engineer, the City Attorney, and himself were all at a meeting regarding the same issues about the stop signs. They were told that the city does not pay for anything on private property. They have an agreement for enforcement which allows the police during an accident to assign a ticket. He commented that they spent several thousand dollars placing stop signs on their own at the locations that the Police Chief wanted them and have replaced them twice. He also commented he just signed a check for \$3,800.00 to replace signs again. He stated that if stop signs are going to be placed and paid for with city funds, he wanted to know where he sends the invoices to be reimbursed for what they have spent since the city is going back on what he was told twenty plus years ago. He stated that he had approved a check for \$500,000.00 to resurface their streets, which they had to do on their own. Stuart commented that at a meeting with the mayor, Mr. Gulden, and the property manager and himself questions came up about doing their streets and the question came up and was asked what if we don't take care of the streets, the mayor commented that if the streets become in disrepair and an issue to the city, the city will take care of the streets and then assess the homeowners. He stated that if the city fixes the streets, he hopes you bill special assessments to the property owners that are there.

Steve commented that under that scenario it all depends on what the agreement says which it may say that the city has a right to special assess but, in this case, there is no agreement. Stuart commented that he does not believe there is an agreement. Steve said under this case the city would not be able to do that.

Aldersperson Oberlin asked when you say there is no agreement you mean addressing this issue or no agreement in general.

Police Chief Ed Clark commented that he had the Deputy Clerk, Karen Kozerka look for an agreement and they could not locate an agreement. Steve stated there is an ordinance approving the plan but no specific agreement regarding the covenants and restrictions, and development agreement. Chief Clark commented that one of the issues was the actual name of the development.

Aldersperson Oberlin commented that she remembered there was an issue with fencing, and he had a document that specified he did not have to have an actual fence. So, there was some agreement at that time.

Attorney Stiff commented that he asked his real estate paralegal to pull the plat of survey which would give us some amount of information.

Steve stated that the agreement must specifically spell out that the city can conduct repairs, if the HOA refuses to, otherwise, the city cannot.

MAYORS UPDATES:

Mayor Soliman commented that he received an email from Ms. Carolina Kon who is the Executive Director for Bridges for a New Day. They were in Lockport for twenty years and Romeoville for ten years and they moved to Crest Hill a month ago. They are located at 16151 Weber Road in the Lower Level, and they would like to do a ribbon cutting this Wednesday, September 27, 2023 between 1:00p.m. – 4:00 p.m. He also said she will have Mary Kay Campbell from the Romeoville Chamber there as well. Everyone is invited.

Mayor Soliman also commented that he received a call from Ron Romero from the cable company. He commented that Ron is looking to move on from the City of Crest Hill since he is busy with the Rock n Roll Museum in Joliet and a couple other things and his schedule is not permitting him to be at the city as often as we need him to be. He stated that Ron asked the mayor to find a replacement for him. The mayor asked him about the interns he had in the past and he was told that they all graduated and have moved on to other jobs. Mayor Soliman commented that Ron would stay on as long as he could. Mayor Soliman asked the Council if they knew of anyone who may be interested in the position. Ron would stay on as long as he could as a courtesy.

Alderswoman Gazal commented that we need to post this position and look for someone professional with experience since we have very expensive equipment. We need to have a resume and know their past experiences since we have invested a lot of money into this room.

Alderman Cipiti asked if this is a paid position and what the pay is. It was commented that it is \$200.00 per meeting and some time he puts in during the week.

Steve commented that we would need a job description and what skills are needed for this position and post it.

Alderman Albert commented that the position is really the recording and uploading of the actual meeting but what throws it off is the long late nights when there is executive session, and this person must wait until that is over.

COMMITTEE/LIAISON UPDATES:

No committee updates tonight.

ADMINISTRATOR UPDATES:

Steve commented that Interim Director Ron Mentzer and Interim Planner Maura Rigoni and himself met with Gas N Wash which is under construction and making great progress. Steve stated that they are requesting a sales tax and/or TIF agreement with respect to the development. We have turned this over to our TIF Consultant Kane, McKenna & Associates, to analyze and we will give it to Engineer Wiedeman to review. Recommendations will come to the Council within the next four to six weeks.

Alderman Gazal asked if she could speak about Staff Meetings. Steve commented that Alderman Gazal asked him to put on the agenda an executive session regarding staff meetings. After it was added to the agenda, Attorney Stiff told Steve it could not be an executive session under exempt staff meeting because what Alderman Gazal wants to talk about is not just staff. Attorney Stiff advised Steve to take it off executive session.

Alderman Gazal stated that several department heads had brought this to her attention. She commented that a staff meeting is for the staff to meet with department heads and would like clarification if elected officials are in attendance, would that open the meeting to all elected officials. Steve stated that you cannot have more than two alderpeople. Alderman Gazal stated that if more elected officials choose to go to the staff meeting then we will need to post these meetings and then we are inviting the residents to the staff meetings. Some of the staff are not comfortable with an elective official being there. She commented it should be the City Administrator and the staff.

Attorney Stiff commented that elective officials typically don't attend staff meetings.

Alderman Gazal asked City Clerk Christine Vershay-Hall if she attends the staff meetings. Clerk Vershay-Hall commented that she does attend the meetings and has been for many years. Steve commented that he would not turn any elected official away unless there were more than three or more in attendance.

Alderman Oberlin commented that if it is a staff meeting then it should be staff attending and if one elected official is invited then all elected officials should be invited, and the point of the meeting is for the staff to meet.

Alderman Cipiti asked Clerk Vershay-Hall if she feels she needs to attend these meetings and if you didn't go would it affect anything. Clerk Vershay-Hall commented that some things do pertain to the Clerk's Office and what needs to go on the agenda. Alderman

Gazal commented that the Clerk doesn't decide what goes on the agenda, the Administrator decides what goes on the agenda and gives the agenda to the Clerk's Office. Clerk Vershay-Hall commented that if you guys do not want me there, she doesn't care. Alderwoman Gazal commented that back in the day no elected officials attended the staff meetings and some of the staff are asking her and unfortunately, she is always being the bad person. Clerk Vershay-Hall commented that the clerk has always been in the meetings. Alderwoman Gazal commented that she had never seen the past clerk Vicky Hackney ever in the meetings. She also commented that there is a line an elected official should not cross.

Alderman Vershay commented that staff meeting should be for only the staff working there. He also commented that just as the City Council's job is only for legislation. He stated elected officials should not stick their nose where it doesn't belong.

Alderman Albert commented that it is a tough conversation based on how the city is structured at this moment. He commented that the Treasurer is an elected official and is also the direct supervisor of staff and should certainly be welcomed because he has staff. He also commented that he doesn't believe we ever got a clear definition of staff in the Clerk's Office. At one time it was said that if the Deputy City Clerk is acting as the Deputy City Clerk she would work underneath the City Clerk, therefore Chris would have staff there. He also mentioned that he thought the administrative clerks were to report directly to the city administrator. He commented that once that is all clarified then we can discuss who can be at the staff meetings based on who has staff.

Clerk Vershay-Hall commented that awhile back when the Council approved that the Treasurer would control his staff and the Clerk would control her staff. Alderwoman Gazal commented that Treasurer Conklin does not control his staff and that the Finance Director Lisa Banovetz controls the staff and let's not mix things up, Treasurer Conklin does not run the office and he does not manage staff. She commented that the Finance Supervisor does which is Lisa Banovetz, and she is not sure why they keep dragging Treasurer Conklin into things.

Alderman Albert stated that it is because the way the ordinance is read, and that Director Banovetz is under Treasurer Conklin as staff, and he would be responsible. Treasurer Conklin stated that the Finance Director Lisa Banovetz is his only responsibility. Treasurer Conklin commented that he would be represented at the staff meeting by Director Banovetz. He also stated that we need to call it what it is, which is a desire to exclude City Clerk Vershay-Hall from staff meetings or himself or your own self from staff meetings.

Mayor Soliman asked the City Attorney Mike Stiff if he can ask for a straw vote for something not on the agenda. Attorney Stiff commented that it is just a straw vote and the vote that counts would be at the regular meeting. Alderman Albert stated he would like to have a recommendation from the person running the staff meeting. Steve commented that he has never been to a staff meeting where an elected official has been. He commented that typically a representative staff member from the Clerk's Office should be at the staff meeting.

Alderwoman Gazal commented when the past City Administrator, Jim Marino, was here the Deputy Clerk was attending the meetings. Clerk Vershay-Hall commented that at that time the Clerk was working and was not retired at the time.

Alderwoman Gazal asked Attorney Stiff if the Deputy Clerk was acting as a Deputy Clerk, she would be under the Clerk but when she is not acting as Deputy Clerk she would be under the Administrator and so would the other clerk. Attorney Stiff commented that that is correct that the Deputy Clerk is only under the Clerk when doing Deputy Clerk things.

Alderman Cipiti commented that the Deputy Clerk should attend the staff meetings or a designee in her absence to get the information needed from the staff meeting and report back to the Clerk.

Clerk Vershay-Hall asked then why the administrator doesn't have his clerk in the staff meetings. Steve commented that he agrees she should be invited into the staff meetings.

Mayor Soliman asked for an informal vote regarding if any elected official should be allowed to attend the staff meetings.

AYES: None.

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

ABSENT: None.

Alderman Albert commented that he is voting no but we need to allow an elected official to host the staff meeting if there is no city administrator at that time.

Attorney Stiff stated that this should be put into a policy and this policy would not apply if there were an administrator vacancy and the meeting would then be conducted by an elected official which then needs to be decided if that is the mayor or not. He also stated he is envisioning this as a resolution for the policy and not go into the handbook.

Alderman Jefferson originally passed his vote and then changed to a no after the attorney explained the policy passage that will be done.

Alderman Albert commented that the timers on the lights outside are wrong and they need to come on earlier when the sun is setting. He also commented that possibly before the open house we could get soap and paper towel dispensers in the bathrooms. Alderman Albert commented that we need to get a professional in to look at the audio in the Chambers. He has received several complaints about not hearing good when they watch the meetings on television. Clerk Vershay-Hall commented that the microphones are direct and not surround and they are microphones from the old building. Alderman Albert stated that they are not doing us any good and we sit so far from them.

Alderwoman Gazal commented that at IML they have something on their walls for soundproofing and echoing and she commented that she has a picture.

Stuart Soifer commented that it is hard to hear while sitting in the audience and he has come close to asking for an assisted listening device for the meetings. He also commented that the microphones are not the correct microphones for this kind of application. He stated that the room is what they in the sound industry call a very lively room and the sound just bounces off the walls since there is nothing to absorb the sound. He stated that with these microphones you need to be really onto them when you are speaking in them. He commented how the Council members will speak while others are speaking, and he feels the Council needs to get a decorum on rules of order and put in a request to speak system

for this kind of situations and this will also address the other issue that Alderwoman Gazal brought up a few weeks ago about some comments that were potentially made.

The meeting was adjourned at 9:09p.m.

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

MINUTES OF THE REGULAR MEETING
CITY COUNCIL OF CREST HILL
WILL COUNTY, ILLINOIS
October 2, 2023

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

The Pledge of Allegiance was recited in unison. Mayor Soliman asked everyone to remain standing after the Pledge of Allegiance. Mayor Soliman stated that in the sixty-three-year history, the City of Crest Hill have lost two Police Officers who were killed in the line of duty. He commented that on September 16, 1967 Officer James Nink was killed in a vehicle crash while he was in pursuit of an armed robber. He also commented on September 28, 1994 Sargeant Timothy Simenson stopped a vehicle which contained an armed robbery suspect who was hiding in a trunk of the vehicle and shot and killed Sargeant Simenson. The City of Crest Hill will never forget the impact these officers had on the City of Crest Hill. We extend our condolences to the Nink Family, his wife Betty, his children, and his grandchildren. We also extend our condolences to the Simonson Family, his wife Sue, and his children and grandchildren. The City of Crest Hill thanks the officers for their services and he asked us to continue to keep the officers and their families in our prayers. Mayor Soliman asked for a moment of silence.

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

Also present were: Interim Management Consultant Steve Gulden, Police Chief Ed Clark, Assistant Public Work Director Blaine Kline, City Engineer Ron Wiedeman, Finance Director Lisa Banovetz, Interim Director of Community Development Ron Mentzer, Interim Employee Relations Manager, City Attorney Mike Stiff.

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

Mayor Soliman asked for the Councils concurrence to deviate from the agenda. Mayor Soliman introduced Angela Adolf from Lockport Township High School, District #205, who is the Director of Development and Foundation.

Angela Adolf approached the podium and introduced herself and stated that she is very proud to be representing Lockport Township High School, District #205. Angela thanked Mayor Soliman and Council for all they did for District #205. She commented that the district appreciates all that the City of Crest Hill does, the effort put forward and the time dedicated to our community. She stated that she had brought a few gifts of school pride apparel and a ticket to any sport event they would like to attend. She commented that they are very proud that Lockport Township High School is in the community with Crest Hill.

Mayor Soliman commented that he did meet with Superintendent Robert McBride regarding possible improvements to Lockport Central, which is long overdue. Mayor Soliman thanked Angela Adolf for everything she does and helping to promote our next generation.

Alderperson Oberlin thanked Angela for all they do because our children are our future.

Alderwoman Gazal commented that she has a freshman daughter at Central and is looking forward to what work will be done at the school. She also commented that it is a beautiful building and thanked Angela for all they do and stated that they are proud to be part of Lockport High School.

Alderman Cipiti thanked her as well and stated he is a proud parent of two graduates from Lockport High School and his youngest is currently a senior. He commented that he feels the level of education his children receive is top notch.

Angela commented that she has two boys that went through Lockport Schools and are very proud of the education they received.

Alderman Albert commented that he is a proud alumnus of Lockport. He asked how the public outreach is going with the tours of Central. Angela commented that they get around twenty, which is average. Alderman Albert commented that he had a class or two at Central and it is a beautiful building and hopes it can be preserved. Angela commented that the Board of Education was presented with a plan and the idea is preservation.

Alderman Dyke commented that his children also went to Lockport, and they enjoyed their time there.

Angela commented that the building is 114 years old with original wiring.

APPROVAL OF MINUTES: Mayor Soliman presented the minutes from the Work Session meeting held on September 11, 2023 for Council approval per the memo dated October 2, 2023.

(#1) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to approve the minutes from the Work Session meeting held on September 11, 2023 per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman presented the minutes from the regular meeting held on September 18, 2023 for Council approval per the memo dated October 2, 2023.

(#2) Motion by Alderman Jefferson seconded by Alderwoman Gazal, to approve the minutes from the regular meeting held on September 18, 2023 per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Alderwoman Gazal commented that she sent an email to City Clerk Christine Vershay-Hall and Deputy Clerk Karen Kozerka and did receive a response from Karen but wants to understand why the reason the minutes are not done is because of the attorney. Clerk Vershay-Hall commented that they went back and corrected one set of minutes, then we had another set we let the attorney review. City Attorney Mike Stiff commented that he can speak to that. Attorney Stiff commented that there were a couple of changes that were requested for the minutes from the 25th which were requests of changes from Alderwoman Gazal and Alderperson Oberlin. The request from Alderperson Oberlin was the audio where the mayor discussed which rooms had been soundproofed. The audio recording was given to Attorney Stiff to review and he believes the minutes were actually accurate and the mayor's information was wrong. Attorney Stiff recommended rather than changing the minutes let the record be corrected tonight and then the next meeting the changes Alderperson Oberlin requested can be approved with a parenthetical stating that the record was corrected at the October 2, 2023 meeting. He stated that way if you looked at the 25th minutes and tonight's minutes, which would have the corrected record, between the two of them the actual corrections would be made.

Alderwoman Gazal stated that the minutes she was talking about are the minutes from September 25, 2023 work session. She commented that the minutes he is talking about are September 18th, 2023 and we have them tonight. Attorney Stiff commented that he thought Alderwoman Gazal was talking about the ones that he just talked about.

Clerk Christine Vershay-Hall commented that between these minutes, the ones she had to correct, and the Plan Commission minutes done for the work session, so we can do the approval tonight for Reza Auto Repair and working the window she is still in the process of doing the September 25, 2023 minutes. She commented that the September 25, 2023 minutes will be on the next meeting.

Alderwoman Gazal said she doesn't understand what is going on and why the Council is not getting the minutes and it sounds like she is picking on the minutes, but she is not. She commented that it is hard to come to a City Council meeting where we have an agenda, we must approve but we don't have minutes to have from the last meeting. Alderwoman Gazal asked if we could investigate software for the minutes where it would transcribe. Clerk Vershay-Hall commented that we can look at that, but it is very costly. Alderwoman Gazal commented that we need the minutes to show the residents what the Council discussed at the work session, or do we need to explain to the residents now what we discussed. Clerk Vershay-Hall commented that she was working her hardest on getting them done since she must do more detail with them. Alderwoman Gazal asked if Karen could do the minutes because back in the day Karen used to do the minutes. Clerk Vershay-Hall stated that Karen doesn't do the minutes, she only does the executive session minutes and Sam, who replaced

Laurie, does all the other minutes. Clerk Vershay-Hall commented that Karen only does executive session minutes because Sam cannot listen to those minutes.

Alderwoman Gazal commented that maybe we should look at the software so we can make everyone's life and have the minutes on time. Clerk Vershay-Hall commented that she will have IT look for software.

CITY ATTORNEY: There were no agenda items for discussion.

CITY ADMINISTRATOR: Interim Management Consultant Steve Gulden apologized and asked for his item which was the request to Approve the Creation of a New Position: Communication Specialist, to be removed from the agenda. He commented that they questioned if this was a civil service position, we do not think it is, but we need to be sure, and the labor attorney is on vacation. Steve commented that he has been waiting for an answer from the replacement attorneys at the Addison Law Firm, but they were focusing on another issue that will be discussed in the executive session and we were not able to discuss the Civil Service question.

Alderwoman Gazal asked to create a new position does it have to be civil service. Steve commented that we are looking for an opinion on this issue.

(#3) Motion by Alderman Albert seconded by Alderperson Oberlin, to Table the Creation of a New Position: Communication Specialist per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Steve also commented that he had a meeting with City Engineer Ron Wiedeman and Attorney Mike Stiff regarding the storm sewer issue on Wilcox and he stated that this will be on the next work session.

Steve also informed the Council that he went over the dress code policy with almost every employee this past week and it was very well received. He commented that he also went over expectations, and customer service and it went very well, and they understood why we are trying to do this and create this professional atmosphere.

Alderwoman Gazal and Alderperson Oberlin wished Steve Gulden a Happy Birthday.

PUBLIC WORKS DEPARTMENT: Assistant Public Works Director Blaine Kline explained that the city has to complete corrosion studies to determine the effects of the new water source on our internal infrastructure and this is the first step which basically tests the City of Crest Hill and Lake Michigan Water.

Assistant Director of Public Works Blaine Kline requested to Approve an Agreement with Strand Associates for the Corrosion Control Treatment Demonstrative Study not to Exceed an Amount of \$81,300.00 per the memo dated October 2, 2023.

(#4) Motion by Alderperson Oberlin seconded by Alderman Jefferson, Approve an Agreement with Strand Associates for the Corrosion Control Treatment Demonstrative Study not to Exceed an Amount of \$81,300.00 per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Assistant Public Works Director Blaine Kline requested to Approve the East Sewage Treatment Plant Phosphorus Improvements Amendment No. 1 Schedule Change from December 30, 2023 to April 21, 2025 per the memo dated October 2, 2023.

(#5) Motion by Alderwoman Gazal seconded by Alderman Vershay, to Approve the East Sewage Treatment Plant Phosphorus Improvements Amendment No. 1 Schedule Change from December 30, 2023 to April 21, 2025 per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Assistant Public Works Director Blaine Kline requested to Approve an Agreement with Utility Service Co. Inc. Master Services Agreement Scope of Work No. 1 in an Amount of \$220,808.00 per the memo dated October 2, 2023.

(#6) Motion by Alderman Albert seconded by Alderman Jefferson, to Approve an Agreement with Utility Service Co. Inc. Master Services Agreement Scope of Work No. 1 in an Amount of \$220,808.00 per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Alderman Cipiti thanked Assistant Director Kline and Building Commissioner Seeman and staff for acting quickly on the street sign issue in Fox Meadow.

CITY ENGINEER: There were no agenda items for discussion.

Alderwoman Gazal asked City Engineer Ron Wiedeman for an update on the construction on Borio. Engineer Wiedeman commented that the final surface was placed, and they will come out later this week and finish the rest of Borio Drive and then they will go over and finish Prairie and the plan is to be completed at the end of this week. Alderwoman Gazal

asked if they will be placing a sign for fresh oil. Engineer Wiedeman commented that a fresh oil sign will be placed.

Alderman Albert asked for an update on the sewer lining on Route 30. Engineer Wiedeman commented that the lining is about 50% complete and they have 2-3 weeks of lining left to do. He commented that they have started buttoning-up the trenches starting from six corners heading east and it is scheduled to be completed at the end of November.

Alderwoman Gazal commented that she noticed the sign utility work has started on Weber Road. Engineer Wiedeman commented that the excavation work has been done for the sign on Weber and on Broadway and later this week the foundation will be poured.

Engineer Wiedeman commented that Theodore and Gaylord have hot mix being placed today and it will be completed today, then the traffic signal work will begin later this week and the surface will be done by the end of next week.

Alderman Vershay commented that going down Theodore was smooth and will be even smoother when the finishing surface is applied. He also asked if the cost is cheaper to burn it. Engineer Wiedeman commented that it is significantly cheaper to do the hot mix in place since we do not have to pay for new material just oil and we don't have to pay to haul material away or to the site.

ECONOMIC DEVELOPMENT DEPARTMENT: Interim Director of Community Development Ron Mentzer requested to Approve an Ordinance Approving a Variation to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 2386 Jorie Court in the City of Crest Hill (Application of Reza's Auto Repair (Jaddi Enterprises)) per the memo dated October 2, 2023.

Mayor Soliman asked Reza Jaddi if he would like to approach the podium and make any comments.

Mr. Reza Jaddi, the owner of Reza Auto Repair, approached the podium and thanked everyone for their time and resources.

Alderwoman Gazal thanked Reza for this service to our Country.

Mayor Soliman asked if anyone in the audience would like to speak for or against the request of a setback for Reza Auto Repair located at 2386 Jorie Court, Case number V-23-3-9-1. There was no one in the audience that wished to approach the podium and speak.

(#7) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to Approve an Ordinance Approving a Variation to the Crest Hill Zoning Ordinance with Respect to Certain Real Property Located at 2386 Jorie Court in the City of Crest Hill (Application of Reza's Auto Repair (Jaddi Enterprises)) per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

There being eight (8) affirmative votes, the MOTION CARRIED.
Ordinance #1961

Interim Director of Community Development Ron Mentzer informed the City Council that there was an accident on Plainfield Road, the car was pushed into the Dental Experts & Orthodontics. The car was pushed through the front window of the facility all the way up to the front receptionist desk and no one was injured in the facility. There are some structural concerns with the facility and a sign was posted that the structure is not approved for occupancy.

Interim Director of Community Development Ron Mentzer also commented that the Community Development Department; Building Division issued the grading permit for Midwest Industrial Funds warehouse facility and that project will be moving forward.

POLICE DEPARTMENT: Police Chief Ed Clark commented that they were looking at the Halloween Trick or Treat hours for this year. Last year we did 4:00 p.m. until 7:00 p.m. but we took into consideration this year that Richland School is out of school and Chaney-Monge School has dismissal at 2:40 p.m. on Halloween. He commented that they thought we could start trick or treating a little earlier and he would propose 3:00 p.m. until 7:00 p.m.

Aldерwoman Gazal and Alderman Albert commented that they think it is a great idea. Aldерwoman Gazal asked if it could be posted for residents.

Alderman Dyke commented that he has residents complaining about the truck traffic on Raynor Avenue and the signs are not that big that states no trucks on that road. Chief Clark said they have done details in the past and he will go out there and look at the signs and see what they can do.

MAYOR: Mayor Raymond Soliman commented that he received an email from Superintendent Andy Siegfried from Chaney-Monge School requesting a road closure for a parade which would be on Tuesday, October 31, 2023 at 1:00 p.m. and would like assistant from the Police Department and Public Works for the safety of the children walking through the neighborhood.

Mayor Soliman requested Approval of Road Closure for Chaney-Monge Halloween Parade per the memo dated October 2, 2023.

Alderman Albert asked the mayor to thank Andy Siegfried and Jacelynn Hall for continuing this tradition, the kids really look forward to this parade.

(#8) Motion by Alderman Dyke seconded by Alderman Vershay, to Approve the Road Closure for Chaney-Monge Halloween Parade per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Mayor Soliman informed the Council that he attended the grand opening for Bridges to a New Day which is located at 16151 Weber Road in the lower level. They are a counseling agency who are highly involved in family and behavioral counseling or domestic violence for anyone who needs assistance. They moved from Romeoville to Crest Hill.

Mayor Soliman also informed the Council that Alderman Albert and himself attended the Crest Hill Police Department Golf Outing at Prairie Bluff Course. He commented that Prairie Bluff and Italian Cultural Club did a fantastic job with the outing and the food. Mayor Soliman congratulated Officer Mike Brown, who was in charge of the golf outing, for doing a fantastic job.

CITY CLERK: There were no agenda items for discussion.

CITY TREASURER: Finance Director Lisa Banovetz commented that the city will be asking for approval for the annual tax levy as presented at the September 25, 2023 work session. Director Banovetz commented as Alderwoman Gazal did state the minutes are not in the packet so she will give a summary of what was discussed at the work session and will open it up for anyone who has any questions.

Director Banovetz explained that 2023 is a quadrennial year for Will County, which means the Illinois State Statute requires every parcel in Will County to receive a revised assessment notice regardless of whether the property has changed or not. She commented that this assessment showed the prior year's assessment, the township assessment, and Will County's final tax assessment after any multipliers are applied. This assessment is based on three years of adjusted valid sales of homes. The 2023 values are based on adjusted sales from 2022, 2021 and 2020. She commented that she wanted to mention this since people in Will County have seen their tax bill increase, which has nothing to do with the City of Crest Hill.

Since we are a non-home ruled community, it is entitled to levy, the lesser of 5% or Consumer Property Index (CPI) over the previous year's extension. She commented that CPI as of December 2022 was 6.5%, which means the city can levy under 5% of what it received last year.

She discussed that there is no need for a Truth in Taxation Hearing since the city did not levy over CPI or 5%. The total amount the city is requesting is \$2,589,000.00, which is under 5%. She commented that 50% will go to the General Fund and the other 50% will go to the Police Pension Fund.

Director Banovetz commented that she feels it is important for any taxpayer to go over their tax bill and see exactly where their money is going and if you did you would see that 60% of the property taxes go to the schools and the city only receives 6.45% of the property taxes. She also stated that of the \$2,589,000.00 that the city receives from the property taxes makes up 15% of the total General Fund revenue that it receives. Most of the money the city receives in the general fund to base operations on comes from sales tax revenue and shared other state income tax revenue that they receive from the state.

Director Banovetz requested to Approve the following 2023 Annual Tax Levy Ordinances:

Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025, for the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

(#9) Motion by Alderman Albert seconded by Alderman Jefferson, to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning May 1, 2024 and Ending April 30, 2025, for the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1962

Approve an Ordinance Abating the Tax hereto Levied for the Year 2023 to Pay Principal of and Interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

(#10) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to Approve an Ordinance Abating the Tax hereto Levied for the Year 2023 to Pay Principal of and Interest on General Obligation Refunding Bonds (Waterworks and Sewerage System Alternate Revenue Source), Series 2019A, of the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1963

Approve an Ordinance Abating the Tax hereto Levied for the Year 2023 to Pay the Principal of and Interest on General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

(#11) Motion by Alderman Albert seconded by Alderwoman Gazal, to Approve an Ordinance Abating the Tax hereto Levied for the Year 2023 to Pay the Principal of and Interest on General Obligation Bonds (Sales Tax Alternate Revenue Source), Series 2019B, of the City of Crest Hill, Will County, Illinois per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Ordinance #1964

City Treasurer Glen Conklin presented the list of bills through October 3, 2023 in the amount of \$2,148,765.05 for Council approval per the memo dated October 2, 2023.

(#12) Motion by Alderperson Oberlin seconded by Alderman Jefferson, to Approve the List of Bills through October 3, 2023 in the Amount of \$2,148,765.05 for Council Approval per the memo dated October 2, 2023.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

City Treasurer Glen Conklin presented the regular and overtime payroll from September 11, 2023 through September 24, 2023 in the amount of \$244,871.75 per the memo dated October 2, 2023.

UNFINISHED BUSINESS: There was no unfinished business.

NEW BUSINESS: There was no new business.

COMMITTEE/LIAISON REPORTS: There were no committee/liaison reports.

COUNCIL COMMENTS: Alderwoman Gazal reminded everyone that this month is Breast Cancer Awareness and wants to remind everyone to check their breasts especially since she lost her mother to this.

Alderman Albert reminded everyone that there is the Lion's Club Wienie Roast, and the three locations are Richland Center, Chaney-Monge School, and Remington Park on Borio.

PUBLIC COMMENT: There were no public comments.

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

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Executive Session 7:49 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:28 p.m.

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

(#15) Motion by Alderman Dyke seconded by Alderman Vershay, to adjourn the October 2, 2023 Council meeting.

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

The meeting was adjourned at 9:29p.m.

Approved this _____ day of _____, 2023

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
October 9, 2023

The October 9, 2023 City Council work session was called to order by Mayor Raymond R. Soliman at 7:00 p.m. in the Council Chambers, 20600 City Center Blvd. Crest Hill, Will County, Illinois.

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

Also present were: Interim Management Consultant Steve Gulden, Police Chief Ed Clark (8:49p.m), Assistant Public Works Director Blaine Kline, City Engineer Ron Wiedeman, City Attorney Mike Stiff.

Absent were: Interim Planner Maura Rigoni, Finance Director Lisa Banovetz, Interim, Director of Community Development Ron Mentzer, Building Commissioner Don Seeman, Interim Employee Relations Manager Dave Strahl.

TOPIC: U.S. Route 30 Water Main Lining Project – Change Order # 2

City Engineer Ron Wiedeman requested a change order #2 for the U.S. Route 30 water main lining project. This change is due to different field conditions from what was known at the time of the design. He commented that during design it was thought, through investigations, that the existing water main was at a constant depth of five feet below the pavement elevation throughout the limits of the project but once they started doing some video it was found that the water main dipped underneath a utility crossing or storm line crossing which makes it impossible to do the lining in those sections. In order to check and make sure they are in good condition we had to physically open a pit and look at it and based on this, we will need:

- 22 additional pits which are \$27,682.35 each for a total of \$584,123.10.
- Due to additional 9 pits, additional costs of \$13,610.00 for videoing, \$34,635.40 for mobilization, and \$15,910.64 for cleaning.

Engineer Wiedeman commented that the only other thing listed in there was due to the utility conflicts and traffic at six corners. He commented that as of now, we have lined the water main 150 feet or so short of six corners but the way the water main ties-in at Gaylord and Caton Farm will require work in the middle of the intersection. In order to do that we are proposing to do this work at night, when we can open, cut, and replace that piece and then reconfigure it so it will go through the right-hand turn lane to Caton Farm Road and abandon what is out in the middle of the intersection. This will avoid our guys having to go out and service this in the middle of the intersection.

Engineer Wiedeman commented that this change order is sizable but still able to go through the existing budget. We can pay for this with the money that is in the current budget under the water main replacement line item which shows \$370,000.00 and we would use

\$98,938.54 from the water commission fund. He commented that this will raise the contract price to \$3,167,938.54.

Dana West, with Robinson Engineering introduced herself and introduced John Bissel and David Barnas who have been working on the design of this project. She asked if anyone had any questions for the team.

Alderpersion Oberlin asked if we do the rerouting as explained would we still need to do the twenty-two additional pits if we are just going to move it. Engineer Wiedeman explained that the twenty-two additional pits are not in the six corners intersection, they are east of six corners. It is twenty-two additional pits from Sycamore going east.

Alderpersion Oberlin asked if you were to replace the existing, what would the cost be on that. Engineer Wiedeman commented that it was close to the same cost. The length of the pipe that is going in the right-hand turn is the exact same length that we would be replacing. Alderpersion Oberlin asked if the valves would no longer be needed. Engineer Wiedeman commented that the valves would be left open but abandoned in place and a new valve will be placed just east of NuMark Credit Union entrance. This way we can shut down all three legs without having to go back into the middle of the intersection. Alderpersion Oberlin commented that she thinks this is a wonderful idea.

Alderman Albert asked how this was all missed and thought we televised the lines up front. Engineer Wiedeman commented that we did not televise the lines up front because we would have to shut it down and we couldn't shut it down until we had a temporary line in place.

Engineer Wiedeman commented that as we move forward on these projects, we come up with new things to do which are make sure these valves work, pot hole locations to determine what the water main is doing at a specific crossing and the other thing is to add pay items to address things like this and if it is not needed than it is a savings to the contract.

Alderman Albert asked what the actual plans are since we will have twenty-two additional pits and all be in the middle of the road. Engineer Wiedeman commented that the \$27,000 is for the complete restoration of the pits, which includes digging, inspecting, backfilling, and patching, then to resurface the areas as a requirement from Illinois Department of Transportation (IDOT).

Alderpersion Oberlin asked if these will be pitched or used again. Engineer Wiedeman commented that they will be filled back up with stone and pavement. Alderman Cipiti asked if there will be a manhole cover. Engineer Wiedeman commented that there will not be unless there was one already. Alderpersion Oberlin commented that she hoped everything will be documented for the future. When they asked for the as-built plans with Illinois Department of Transportation (IDOT) the plans did not show this.

John Beissel from the design team commented that the existing water main was in a parkway and when IDOT widened it went from rural to an urban section which is when it was moved into the center. He commented that nothing was reflected regarding the water main adjustments in the as-built plans, which should have been a red flag. Alderpersion Oberlin asked when it was commented that it should have been a red flag, who should it have been a red flag for. John commented that it should have been a red flag for IDOT, and

they should have recognized this and reflected it on the as-built plans. John commented that the city will be given as-built plans reflecting this and GSI files.

Alderman Jefferson asked what the difference is from what is there now and what is going to be there for the functioning of the pipes. Engineer Wiedeman commented that it is still the same size pipe and will do the exact thing it is doing today but by lining it we are providing a pipe that will structurally last outside of its original length of time which should be about 50-80 years before having to replace it.

Alderman Cipiti asked Engineer Wiedeman if he feels all the zigzags are a contributing factor for all the breaks since it is not a straight shot for the water to run. Engineer Wiedeman commented that it could be the pipe deteriorating itself or getting water hammered when fire hydrants are getting opened and closed which slams on the system and causes it to break. Assistant Director Blaine Kline commented that when you look at the water source change thirty was a significant factor in our water loss numbers that could be leaking for a few days without us noticing it and by lining it we are taking that out of the equation. He also commented that basically every time we are at a break we must close and open valves which makes the water start hitting and then we are back out there again. Alderman Jefferson asked if there was a blueprint of this. Engineer Wiedeman commented that is why we asked for the as-built plans since IDOT should have documented that. They touched our water main and made changes to it and we have no documentation that they did that. Alderman Cipiti asked if IDOT could be held liable for that. City Attorney Mike Stiff commented that it is the State, and they have the same immunities that local government would have and if you sue the State you will end up in the Court of Claims, which is where we are at with Statesville water.

Mayor Soliman asked if the dip of the perpendicular pipes that are going the other direction, will not be lined. Engineer Wiedeman commented that they put eyes on them, and they are in pristine brand-new condition and only about twenty years old. David Barnas with the design team commented that the lining is designed for structural stability and is smoother to give a little better waterflow.

Alderman Albert asked if the funds we are borrowing from the water main funds are already allocated for another project. Engineer Wiedeman commented that the \$370,000.00 was supposed to go to Parkrose but that will not happen until next year.

Alderman Albert asked what the timeframe is with the additional work. Engineer Wiedeman commented that the time frame hasn't changed, and it will still be done at the end of November. As of right now, all the water mains have been lined and they are doing the final cleaning and reattaching services from Sweetbriar west up to six corners.

Mayor Soliman asked for an informal vote.

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

NAYES: None.

ABSENT: None.

TOPIC: Sidewalk Pilot Program

Engineer Ron Wiedeman commented that in the packet is a brochure from Safe Step LLC. The City of Crest Hill has used this company in the past to shave the sidewalk. He commented that one service this company offers is to rate your sidewalks' condition and he has talked to other municipalities around the area who use the firm for that reason. We could then put this information in our GIS, and when a resident calls, we can let them know that area has been looked at. Engineer Wiedeman commented that this company would save staff time, provide transparency, and help increase sidewalk safety, which will reduce resident complaints.

Phillip Sitton, Project Manager, from Safe Step LLC, explained the pilot program and what it will do. He commented that they specialize in designing and implementing proactive, data driven, strategic approach to sidewalk management. He is proposing a three-mile stretch of sidewalk, which we know from historical data that soft cut ADA compliance repairs are \$12,000.00 in soft cuts per mile. This would incorporate removing and replacing. We can see where you are at your current conditions and how to apply and budget for repairs in remediation moving forward.

He commented that wards two, three, and four were all built in the 1980's which would have a huge amount of sidewalk that is going to come to maturation. Phillip commented that to have the most cost-effective budget for this, we would need to take the data and apply the numbers and put in a plan that would be customized and best suited for the city based on the budget you would like to apply.

Alderwoman Gazal asked who would make the final decision. Phillip commented that Engineer Wiedeman would maintain control of that program. Safe Step LLC would create the program with the criteria and then we would have an exclusive online portal that he would manage the project through.

Alderwoman Gazal asked if there is a sidewalk that becomes dangerous would it be added as an emergency. Phillip commented that complaints are collected, and they will hit all the complaint locations first and then apply the rest of the budget to the strategic area, so that every year that liability will be cleaned up and the residents are happy. Alderwoman Gazal asked if this has been done in any local municipalities. Phillip commented that they have in Montgomery, Shorewood, Joliet, and Romeoville. He also stated they are a local affiliate and in all fifty states and a few other countries, as well.

Mayor Soliman commented that he has noticed that they have good reviews from a lot of places up north that have a lot colder climate than what we have here. Phillip stated that 81.5% of the cuts we make (88 compliant repairs) to sidewalks will move only less than a quarter of an inch in ten years.

Alderman Cipiti asked if ward one has been done since it wasn't mentioned. Engineer Wiedeman commented that none of the wards have been done. He commented that all the wards' parameters will be set in the program and be allowed to be adjusted then each year we can look at what needs done with the engineering money that is set aside each year. This would save the city money since right now we are just tearing out and replacing, which is the most expensive way of doing this. With this program we can modify and decide if it needs to be raised up or shaved instead of removing and replacing.

Alderwoman Gazal asked how we would track the work. Engineer Wiedeman commented that the work is still done through a contract. Phillip commented that they can track these three ways for the city. They can track it by the GIS files, also by a program called sidewalk central which will actively manage, and then there is an executive summary that is provided at the end of each year to the Mayor and the City Council.

Alderwoman Gazal asked how long before you start the work do you notify. Phillip commented that once the area is identified and put on the survey schedule, then Engineer Wiedeman would get a report from Sidewalk Central with all the defects uncovered and then Engineer Wiedeman can choose which ones he would like. Once he decides which ones then he would go on the production schedule. Phillip commented that in Illinois they can cut in through December then will restart the cutting in March.

Alderwoman Gazal asked who would notify the residents. Phillip stated that the city would notify the residents.

Alderwoman Gazal asked if the 50/50 program would apply to this. Engineer Wiedeman commented that the 50/50 would only work if you're making a replacement and adding new. Alderwoman Gazal commented that she feels we do not advertise the program enough and the residents do not know about it. Engineer Wiedeman commented that if we advertised it, we would need to review the budget for this since there isn't much in there. Alderwoman Gazal commented that we need to advertise this more and add to the budget.

Alderman Cipiti asked how it was determined to start with a certain section and if it was taken into consideration of what areas need it the most. Engineer Wiedeman commented that it was not since they are just trying to set the program up to get a baseline and once the baseline is set then we can look at another three-mile section.

Alderman Albert asked how is this different from how we did it in the past when we had a contractor who walked on the sidewalk, seen the defect, and fixed it. Engineer Wiedeman commented that it was Public Works or himself who would take the complaint and walk the city to determine location and then put them out for bidding. Alderman Albert commented that this is what this company would be doing instead of staff.

Alderperson Oberlin commented that she remembered when Alderpeople were told to walk their sidewalks and turn in the report.

Interim Management Consultant Steve Gulden commented that this is an overall program to help identify the sidewalk conditions and give Engineer Wiedeman and Assistant Director Kline the tools they need to decide what areas they need to look at and what budget they have. Steve stated that it is an evaluation program to give staff the tools to determine how to move forward. Engineer Wiedeman commented to add to that it does help on the liability side if we need to defend why we are or are not doing certain areas.

Phillip commented that in Montgomery there was two trip and fall lawsuits in the last year and one settled for \$0.00 and the other settled for a small amount over \$0.00 because of the data Safe Step LLC was able to present to show they were making a progressive effort to remediate their walkways.

Alderman Cipiti commented that will all the sidewalks in the city be evaluated then prioritized. Engineer Wiedeman commented that they will not all get evaluated since three miles is \$36,000.00 but we must start somewhere, and every year keep adding miles. He commented that the first few years will be what the company is finding, residents are reporting and from working in the field. Alderman Cipiti commented that he thinks we need to start the program in the areas that are most needed, which would be the older areas.

Alderwoman Gazal commented that she would like to discuss another time about private vs city sidewalks and the 50/50 program.

Alderman Vershay asked when this would start. Engineer Wiedeman commented that they are about four weeks out, which would put them at a time in November to start the evaluation.

Alderwoman Gazal asked how they would get paid. Engineer Wiedeman commented that it is paid for through the MFT Program. Engineer Wiedeman commented that the pilot program is not any replacement of sidewalks, it is just evaluation and setting up the program. He commented that a proposal will be brought to the Council before the work is even done.

Alderman Cipiti commented that he is for the program but is in favor of it starting in another location based on probable need.

Mayor Soliman asked for an informal vote. The informal vote was split, the outcome was:

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

NAYES: Ald. Vershay, Cipiti.

ABSENT: None.

Alderwoman Gazal asked Alderman Albert if he is going to walk his ward will he be the one to make the decision and identify the sidewalks. Alderman Albert commented that it doesn't matter the straw vote passed. Alderwoman Gazal commented that maybe she would change her mind and to not take this personal. Alderman Albert stated he is not taking it personal, and he feels \$36,000 seems a little expensive to tell us we have a lift or crack in our sidewalk but still must pay to repair this sidewalk. Phillip commented that the \$36,000.00 would include the soft cut repairs up to that amount.

Alderman Albert changed his vote to a yes once he heard the clarification that the \$36,000.00 includes the soft cut repairs and the recording.

TOPIC: Future Well 14 Discussion

City Engineer Ron Wiedeman commented that this was discussed at the September 11th work session meeting where it was explained that the project was currently not included in the city existing 2024 budget and that outside funding sources planned to be used but have not been received and the timeframe is not known. The outside sources are American Rescue Funds and Will County and DCEO funds. The Will County funds have been secured.

He commented since we had the issue with project not being in the existing budget, they have worked with Strand to revisit the decision for Well #14 and what was driving and why we needed to do this. He also commented that with the city moving to Grand Prairie Water in 2030, they decided to look at it as a short time solution since the water coming from the water commission is including full development from the city.

He noted that this Well #14 discussion started back in 2013, on where the location of the new well would be and any additional development would need additional water supply. Engineer Wiedeman commented that the current schedule which includes drilling of the well, putting in raw water line to Oakland, and improvements at Well #10 are not scheduled to be completed until 2026. So even if we drill the well now, there are two more components needing to be completed. He stated that at this same time we are also building a new aboveground storage tank at the corner of Oakland and Caton Farm Road, a new receiving station, and work needs done at Well #10 to connect everything together. Assistant Director of Public Works and City Engineer Ron Wiedeman discussed how all they need to question is if we have enough water to get us from 2026 to 2030. He also stated that Well #14 and all the components are going to be about \$5.1 million dollars.

Alderman Cipiti commented that he thought part of the reasoning for the additional well was in the event of an emergency when switching over to Lake Michigan we could revert to our wells with future development the capacity of the current well system would need that and that is the reason for Well #14. Engineer Wiedeman commented that he is correct, but the question is do we need to drill Well #14 today. He also commented that they do not believe we need to drill Well #14 now but they suggested to put in the raw water line and do not do the improvement to Well #10 but to include them improvements in the construction of the new receiving station going in on Oakland. This will save us about \$1.5 million dollars and why not drill that well when it is needed.

Alderman Oberlin commented that in the past she questioned why we needed to do this well if we didn't need it at that time. She asked if the scenario is possible with the onset of Lake Michigan water if we will ever need this well. Engineer Wiedeman commented that there is a possibility it will be needed, which would be an emergency and by EPA and Grand Prairie Water Commission we must have two days' worth of storage in our tanks, which we will have that. That would be for a short shut down and the wells would not kick in until after those two days. Engineer Wiedeman commented that they are confident they could handle this if it was a week's worth of time but what if it is six months or a year then we will need this well, but we are not going to be the only ones in this situation.

Engineer Wiedeman commented that yes at some point when the 75 acres develops or Statesville develops, we will need it, but we should put it in at that point and apply the money saved to the raw water line.

Steve commented that what we look at is if we need it now, which we don't need it today and we won't know in the future if we will need it or if we will ever need it. Steve suggested that we look at a per acre fee which is a development fee when anyone develops and the acreage that they develop contributory to the water system will pay an acre fee that is put in an escrow account to pay for the well if we need it. This way development helps pay for it and if there is no development then we don't need it.

Treasurer Glen Conklin commented that he thinks that is a great plan to help fund it.

Aldersperson Oberlin commented that we need to be proactive.

City Attorney Mike Stiff commented that he sees there are some temporary construction easements and asked Engineer Wiedeman if that has already been done. Engineer Wiedeman commented that it is in the process, and they still need to get right-of-way from Will County and the State of Illinois.

Mayor Soliman asked for an informal vote for the installation of the raw water line. The informal vote was split, the outcome was:

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

NAYES: None.

PASS: Ald. Vershay.

ABSENT: None.

Alderman Vershay commented that he would like to know where we are going to get all this money from before he votes. Alderwoman Gazal commented that we are saving money on this project. Alderman Vershay commented that we are spending millions on several projects and what happens if a larger business closes, then where will we get tax money coming in from. He also commented that he doesn't see where all this money the city spends would be coming back into the city.

Steve asked Attorney Stiff if we need to formally reject the bids that the city bid out for the drilling of Well #14 and now are not doing Well #14. Attorney Stiff asked if the bids have been opened but not accepted and approved. Engineer Wiedeman commented that was correct. Attorney Stiff commented that we should have a formal rejection stating that the project is not moving forward.

TOPIC: Wilcox Storm Sewer Update

City Engineer Wiedeman commented that the staff and the City Attorney have investigated past engineering work performed in the area of Wilcox, Ludwig, Stern and Oakland area to address stormwater issues. It was determined that there is a very old stormwater structure located on private property or private alleys. The section of Wilcox which is our current focus is Oakland (east) and Kelly (west) and Ludwig (north) and Stern (south).

He commented that Public Works had requested design plans from Christopher Burke to eliminate the existing storm sewer pipe located in the private alleys. The plans only required one easement from a property owner. They had discussions with the property owner for the easement which led them to believe they were able to get an easement for that location but there was never documentation found showing they executed any easements for that location.

Engineer Wiedeman commented that in order to work in the alley we must talk to every single resident that owns that alley.

Engineer Wiedeman suggested that instead of going across the alley, he thought we could just approach the property owner at 1701 Oakland and see if they are willing to grant the city and easement along their west property line adjacent to the alley and make connection from the existing storm sewer pipe to the new rerouted storm sewer pipe installed in Stern

Avenue. He commented that he would like to make the connection on the east side of the alley instead of the west side of the alley and reduce the number of residents we need to contract.

Alderman Albert asked if the old pipe running through people's yards is assumed to go with the lay of the land and water pitches and going down Stern would be gravity fed. Engineer Wiedeman commented that it is all gravity fed.

Engineer Wiedeman suggested we put in the 2024 budget the storm sewer work to eliminate the section from Stern to Ludwig and he will go out and get the appropriate easements in place and build that next year. This will eliminate 90% of the storm water running in private alleys or underneath homes, garages, properties, etc. The second part would be any resident that has the existing pipe under a garage or located within 5-10 feet of their home would need to be reached out to and get them to sign off that they do not want the existing pipe filled in or we fill in the existing pipe (so it will not cave in the future). The third part would be to get the five signatures and engineer the work.

Engineer Wiedeman commented that there are three approaches, the one we discussed or the other two, which are:

- Approach the owner at 1716 Kelly and line the pipe, get an agreement and leave it where it is at.
- Try and fit it in between the two property owners but there will be fences and utilities that have to be worked around which can be pricey.

Alderman Dyke commented that by cutting off storm water that would have been going across Wilcox to the alley between Kelly and Wilcox and by cutting off that amount of water it should help with the flooding problem as well.

Alderman Vershay asked where all the storm water is coming from since he heard the state highway is hooked into that sewer. Engineer Wiedeman commented that the water along Stern and Oakland is going in to there and that there is no connection from a state highway.

Alderperson Oberlin asked if a resident declines the offer to fill in the existing pipe will we have a signed document stating that for liability reasons. Attorney Stiff commented that from a liability perspective would be to get them abandoned in place and we offer to fill them in if they decline then they will sign off.

Steve commented that at any time in the future we come across a pipe going under private garages, houses, property that we do everything we can do to abandon pipes.

Alderman Jefferson asked what if a resident doesn't allow us and refuses to sign off. Attorney Stiff commented that we can't make them sign off, but we can show we did everything we can, and it would be documented. Attorney Stiff commented that Mr. Rojas' attorney stated Mr. Rojas does agree this will benefit him and alleviate flooding.

Mayor Soliman asked for an informal vote.

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

NAYES: None.

ABSENT: None.

TOPIC: RFP for Phase 1 Environmental Site Assessment – Old City Hall

City Engineer Ron Wiedeman commented that the city, through the Building Department, has advertised for qualified firms to provide professional environmental services for the old City Hall. It is a Phase I environmental study, which will provide the city with any environmental issues on that property and what the building might have. The study will provide information on any underground storage tanks, asbestos, lead, or the materials in the building that once removed will need to be handled as hazardous waste. This assessment will provide the city, staff, and any potential buyers of the property with information on the type of materials that will need special processing when removed from the property. He also commented that this is just Phase I which will give us preliminary information and depending on what we find we would then come back to the Council and see if we want to do a Phase II.

Engineer Wiedeman commented that they received three RFQs, they were:

- | | |
|-------------------------|-------------|
| - ESC Midwest, LLC | \$10,900.00 |
| - Seeco Environmental | \$12,730.00 |
| - GSG Consultants, Inc. | \$13,200.00 |

Since receiving these we did a face-to-face interview with each company on August 30, 2023. These were scored by Building Commissioner Don Seeman, Interim Employee Relations Manager Dave Strahl, and Engineer Ron Wiedeman and it was agreed by scoring that they suggest moving forward with ESC Midwest, LLC for \$10,900.00.

Alderperson Oberlin asked City Attorney Mike Stiff if the city is under any obligation with the EPA to remediate things if we are made aware of their existence. Attorney Stiff commented that he does not believe so. Engineer Wiedeman commented that typically we are not required by EPA, and they cannot come in and tell us to remove these materials. It is more when there is a building demo, and the materials are being released into the air. The contractor doing the work would be responsible for setting the appropriate protocol but the city would have to provide this information from the assessment to the contractor so he can knock the building down. Interim Management Consultant Steve Gulden commented that it is for the future demo of the building. Attorney Stiff commented that you must provide this information to the future developer, buyer, contractor and not pretend it doesn't exist.

Steve commented that at the last meeting he did give the status of the development and lack of interest in the property.

Alderman Cipiti asked if we do this assessment do you think it will increase the marketability of the property. Engineer Wiedeman commented that it would not and that it is more information for a potential buyer or us if we decide to knock down the building.

Mayor Soliman asked for an informal vote for ESC Midwest, LLC for not to exceed amount of \$10,900.00 for an environmental assessment, Phase I.

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

NAYES: None.
ABSENT: None.

TOPIC: Public Works Gate Operator Discussion

Assistant Director Blaine Kline commented that there are a few outstanding items that were not completed during construction of the Public Works facility. One of the items was on the staff gate entering the back of the property. There was supposed to be an automatic gate operator installed which would give staff access via a remote but that was not done. Assistant Director Kline is requesting to install the same gate operator that exists at the City Center now. He commented that this will give staff access and police access and help keep track of who comes and goes even after hours.

Assistant Director Kline commented that this was not budgeted, and we would need to do a line-item transfer.

Alderman Gazal commented that she thinks it is very important to know who goes in and out with the expensive equipment.

Alderman Cipiti asked if there is a gate there now. Assistant Director Kline commented that it is just a manual gate with a chain that is manually opened each day.

Alderman Oberlin asked if this was supposed to be installed and was not done. Assistant Director Kline commented he believes so. Alderman Oberlin commented that she sees the need for this gate.

Alderman Cipiti asked if there are any other outstanding issues that we will be made aware of. Assistant Director Kline commented that there are and in a couple of weeks he will bring to the Council more information regarding a security camera system.

Assistant Director Kline commented that this is for an amount of \$10,058.42.

Mayor Soliman asked for an informal vote.

AYES: Ald. Oberlin, Cipiti, Albert, Kubal, Dyke, Vershay, Jefferson, Gazal.
NAYES: None.
ABSENT: None.

TOPIC: Winterfest Discussion

Assistant Director Blaine Kline commented that staff has quickly been working on bringing back the Winterfest event. He commented that there is \$10,000.00 budgeted for the lighting of the City Center building and the proposals are in the packet. He stated that the proposals are customizable. He also commented that one concern Steve had was we do not have a Christmas Tree. Interim Management Consultant Steve Gulden commented that he would suggest removing the lit packages from the proposal and tone down the lights and have a Christmas Tree.

Alderson Oberlin commented that it seems like an awful lot of money to hang lights. Steve commented that this amount is typical but totally up to the Council. Alderson Gazal asked if we could put colored flood lights.

Assistant Director Kline commented that there are two proposals, one for \$8,752.97 and the other for \$11,334.00 for white lights on the gutters and wreath at the entry points.

Alderson Albert commented that we need to light up the building if we are going to have a Winter Fest and maybe tone it down and do the roof line and the three-foot wreaths.

Assistant Director Kline suggested raising some sponsorship dollars to offset the costs. Steve commented that we send out letters asking for sponsorships from our vendors for our Winter Fest. Alderson Oberlin asked if the sponsorships would be for next year or this year. Steve commented that it would be for this year. Alderson Oberlin feels we do not need to spend all this money leasing Christmas decorations.

Assistant Director Kline stated that he would start seeking sponsorships from our vendors and get a revised proposal.

Alderson Kubal commented that it doesn't seem outlandish to spend \$20,000.00 to put Christmas spirit on the building. He also commented that his HOA is spending \$14,000.00 on their Christmas lights.

Alderson Gazal commented that she understands but with all that is going on she doesn't feel we can spend that right now. Alderson Kubal asked what is going on. Alderson Gazal commented that we have the open house/ribbon cutting and every year we should add to it slowly. She also commented that how we would justify this to the residents.

Mayor Soliman asked for an informal vote for the roof line and wreaths.

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

NAYES: None.

ABSENT: None.

Assistant Director Kline commented that he looked at the previous notes and mentioned that there are event items to discuss such as live music, hayrides, reindeer petting zoo, ice sculptures, kids crafts table, pictures with Santa, hot chocolate, and cookies, etc.

Alderson Albert commented that he would suggest holding off on the hayrack rides because of the wind.

Alderson Gazal commented that she feels the Council should have control over the hot chocolate and cookies to engage with the community.

Assistant Director Kline asked what the thought would be for using the community room and in the past did you allow people to come inside. Alderson Oberlin commented that they came in for Santa, but we did not have the facility we have now, and the community room would be a great place for the hot chocolate and cookies.

Steve suggested to have the park district there to do some Christmas face painting and have the library, and the fire protection district.

Discussion was had regarding live music. Steve commented we could have a big speaker and play Christmas music because it might be too cold to sit and listen to live music.

Alderwoman Gazal asked if we were still doing a parade. Assistant Director Kline commented that it was discussed to have a condensed version of the previous parade and lead that to the event here.

Alderman Albert asked Assistant Director Kline about the ComEd grant. Assistant Director Kline commented that ComEd has a \$2,500.00 grant for community events like this, but it will not be announced until the end of October, and we did apply for this grant to go towards this community event.

PUBLIC COMMENTS:

There were no public comments.

MAYORS UPDATES:

There were no mayor updates.

COMMITTEE/LIAISON UPDATES:

There were no committee updates tonight.

ADMINISTRATOR UPDATES:

Interim Management Consultant Steve Gulden commented that he received an email from Midwest Industrial Funds asking to have a professional groundbreaking with shovels on November 2, 2023. He commented that these are typically late morning events, and he thinks it is great to promote this.

Mayor Raymond Soliman asked to deviate from the regular agenda for an executive session on 5 ILCS 120/2(c)(11).

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Executive Session 9:15 p.m.

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

On roll call, the vote was:

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

NAYES: None.

ABSENT: None.

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

Reconvened 9:29 p.m.

There being no further business before the Council, and no action needed from the executive session, the work session from October 9, 2023 is adjourned.

The meeting was adjourned at 9:30p.m.

Approved this _____ day of _____, 2023

As presented _____

As amended _____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

SPESIA & TAYLOR

MEMO

To: Mayor and City Council
From: Spesia & Taylor (Mike Stiff)
Date: 10-16-23
Re: Resolution Approving Policy on Attendance at Weekly Staff Meetings Called by the City Administrator.

At a recent meeting of the City Council, Alderwoman Gazal initiated a discussion regarding elected officials attending the weekly staff meetings conducted by the City Administrator. The Council directed that I work with the City's Management Consultant, Steve Gulden, to develop an internal City Policy which would prohibit elected officials from attending those staff meetings.

We do not believe that this Policy needs to be "codified" within the City's Municipal Code since it is an internal policy regarding the day-to-day operation of the City, nor should it be codified in the Employee Handbook because it applies to elected officials rather than employees.

Included in your packets along with this Memorandum is a Resolution Approving a New Policy Regarding Attendance at Weekly Staff Meetings Called by the City Administrator which is in keeping with the Council's direction from the prior meeting.

RESOLUTION NO. _____**A RESOLUTION APPROVING A NEW POLICY REGARDING ATTENDANCE AT WEEKLY STAFF MEETINGS CALLED BY THE 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, the Corporate Authorities of the City of Crest Hill in 2020 adopted an Employee Handbook, which has been amended from time to time; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have also adopted certain policies, rules and regulations governing Open Meetings of the City Council and the City's Commissions and Boards, which have been amended from time to time; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have also adopted and established policies regarding the efficient day-to-day running of the City's Affairs, which have also been amended from time to time; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have determined to establish in writing a policy regarding attendance at weekly Crest Hill Staff Meetings called by the City Administrator.

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: POLICY ADOPTED. There is hereby established a policy regarding attendance at weekly Crest Hill Staff Meetings called by the City Administrator, as follows:

CITY OF CREST HILL WEEKLY STAFF MEETING POLICY

Whenever possible, the City Administrator shall call and conduct a weekly staff meeting of Department Heads, or in their absence, their designee. The weekly staff meetings shall be attended only by staff, and no elected officials shall be allowed to attend. If the Office of City Administrator is vacant, then the Mayor shall, when necessary, call and conduct the weekly staff meetings, and the elected Treasurer and City Clerk may attend or send a representative from their respective departments to those staff meetings conducted if the City Administrator Office is vacant.

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 16TH DAY OF OCTOBER 2023

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 16TH DAY OF OCTOBER 2023

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk



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

Meeting Date:	October 23, 2023
Submitter:	Dave Strahl, Interim Human Resources Representative
Department:	Human Resources
Agenda Item:	Consideration of authorizing the position of Communication Specialist

Summary: City staff recommends the creation of this additional position to focus on promoting the city brand and coordinating communication efforts on social media and other traditional media options. In addition, the incumbent would coordinate departmental messaging with operational departments to ensure a consistent and accurate message is conveyed to the residents.

Recommended Council Action: Approval of the position and approval to proceed with hiring process. This position would not be a union position and not subject to civil service.

Financial Impact:

Funding Source: General Fund

Budgeted Amount:

Cost: Position wage range would be recommended between \$55,000 to \$70,000, plus benefits.

Attachments Copy of the proposed job description for the Communications Specialist.

Position: Communications Specialist

Status: Non-Exempt

Department: Administration

Last Updated: 09/05/2023

General Purpose:

Under the general administrative direction of the City Administrator, the Communications Specialist shall serve as a liaison for the City to the public on a variety of topics. Performs research, write and edit press releases, social media management, design, and photo editing, website maintenance, and communications tasks necessary to develop and administer the City's community relations and public information. The Communications Specialist will create consistent, including meaningful content on all social media platforms and coordinate all responses to resolve any resident or business complaints or criticisms posted on social media.

Supervision Received:

The Communications Specialist works under the supervision of the City Administrator.

Supervision Exercised:

None.

Essential Duties & Responsibilities:

- Work to manage the City's brand, to develop, implement, and maintain an effective public information program and coordinate public relations activities for City Council, City Administrator, and City departments.
- Execute a weekly, in person strategy discussion with city administrator and city departments.
- Monitor local and national publications and online alerts for stories about the city.
- Monitor and report on communications metrics on a monthly basis. Metrics may include, but not limited to, hits per page, most visited page, total views, total time spent on website and social media pages, bait clicking and other performance measures as determined.
- Develop and manage a 12-month calendar for city communications and related plan for executing plan.
- Provide leadership and direction for implementation and maintenance of a city-wide strategic communication plan that keeps the public and workforce highly informed. Engages in public and local government and manages media relations.
- Champion, manage, and monitor the use of all forms of communication including social media platforms, the city's media channels, print materials, and other communication methods that are available in the future.
- Coordinate and administer the city's message across all communication platforms to portray a concerted, organized and clear message.
- Work with City Administrator as directed to develop and maintain a weekly update to inform and educate subscribers of city issues, meetings, events, programs, services, and projects, as directed.
- Work with City Administrator, city departments, city partners and influencers to gather news about the city for distribution via social media, e-news platforms or city website.



- Evaluate, promote, and provide recommendations to the City Administrator on an emergency communications platform (Everbridge/Reverse 911) to support strong community outreach and consistent messaging.
- Develop a plan to reach target audience with all types of city communication platforms.
- Develop and administer survey platforms to gain public input on key issues, as directed.
- Enhance the city's public media outlets to include providing strategic support for communications projects, initiatives, campaigns designed to advance the city's image, mission, vision, and brand.
- Create messaging to drive interaction and build excitement through sharing relevant content. Draft and edit news releases, media advisories, informational matter and distrusting to designated media outlets upon direction and approval of the city administrator or designee.
- Act as the city's official spokesperson with the media, as directed.
- Create content and coordinate press releases/conferences.
- Manage media inquiries and interview requests.
- Proactive media relations, through writing, reviewing and editing of news releases, emails, articles, postings, and publications.
- Facilitate news conferences and prepare all necessary materials as needed.
- Work with any city designated branding and marketing firms, to develop, implement, and maintain an effective public information program and coordinate public relations activities for the city council, city administrator, and city departments.
- Proactively promote city accomplishments and activities.
- Provide and coordinate media training to management and employees as requested or needed.
- Provide presentations and staff reports at city council meetings and other public meetings as required.
- Assist and counsel elected officials, city administrator and department heads concerning public relations (24/7 function).
- Develop crisis strategy and training programs for the department heads and city council.
- Provide 24/7 crisis response.
- Develop messaging and communication tools for various departments to convey city performance measures.
- Provide post-crisis evaluation and debriefing, as necessary.
- Create and maintain city social media and web site pages and profiles.
- Moderate user-generated content and messages appropriately, based on the city's policies.
- Update or coordinate updates to the city web site and monitor content to ensure content is relevant and timely.
- Coordinates with other departments to generate content for the city web site.
- Manage and coordinate responses to resident or business inquiry with appropriate department to ensure timely and correct response. Will coordinate responses across multiple departments as necessary. Will track responses for reference and trend analysis.
- Compose, type, edit, and proofread correspondence, memorandums, and email communications with attention to accuracy and completeness.
- Coordinates Community Surveys, as directed.



- Coordinates meetings with City Administrator and Department Directors on communication strategy and brand message in addition to development of communication messages related to departmental operations.
- Perform other duties as assigned.

Desired Minimum Qualifications

- 2+ years' experience in digital marketing and social media management.
- Strong familiarity with business applications of social media platforms (Facebook, Twitter, YouTube, LinkedIn, etc.).
- Strong familiarity with web site management.

Education & Experience:

- Bachelor's degree in marketing, communication, or related field.
- Municipal, administrative assistant experience preferred.

Knowledge, Skills, and Abilities:

- Read, clearly speak, and legibly write the English language.
- Excellent customer service skills.
- Knowledge of project management and web design best practices.
- Knowledge of Adobe Photoshop.
- Understanding of social media metrics; able to interpret the results and take action to increase effectiveness of social media campaigns.
- Ability to provide effective content support, anticipate needs, solve problems, and work towards positive solutions.
- Ability to exercise diplomacy and maintain confidentiality.
- Ability to properly maintain and organize office files and records.
- Ability to respond to email requests in a timely manner.
- Knowledge of Microsoft Word, Excel, Access, Publisher, and Outlook as well as Adobe Acrobat, and the ability to learn other software as needed.
- Ability to communicate effectively both verbally and in writing, using complex sentences, proper punctuation, spelling and grammar.
- Ability to apply common sense understanding to carry out detailed instructions, prioritize multiple tasks and work independently to meet deadlines.
- Ability to enhance relations with coworkers and the public with a professional demeanor, sensitivity and tactfulness.
- Ability to acquire cross training skills necessary to assist in other Departments as required.
- Ability to acquire and apply thorough knowledge of City and Department policies and procedures.

Tools & Equipment, Physical Demands, Working Conditions

Tools and Equipment:



The following list of tools and equipment is a representative and not necessarily all-inclusive inventory of items needed to successfully perform the essential job duties:

Telephone, facsimile, photocopier, printer, document scanner, personal computer, calculator, audio/visual equipment, motorized vehicles and equipment, and mobile phone.

Physical Demands:

The physical demands described below are representative of those that must be met by an employee to successfully perform the essential job duties. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

While performing the duties of this job, the employee is regularly required to sit for extended periods of time, possess average ordinary visual acuity necessary to prepare or inspect documents or operate office equipment, talk reach with hands and arms, walk, climb and descend stairs, bend, crouch, lift and/or move up to 25 pounds. Frequent and regular movements are required using wrists, hands and fingers to feel, handle, or operate equipment, tools or controls. Effective audio-visual discrimination and perception to quickly and accurately make observations, correctly identify red, yellow, blue and green, distance and peripheral vision, depth perception and the ability to adjust focus is also required. Hearing must be sufficient for average or normal conversations, to understand verbal direction, and to detect abnormal equipment operation and alarms.

Working Conditions:

Work activities are conducted in a climate controlled open office environment and noise levels are usually quiet. This position routinely uses standard office equipment including computers, phones, photocopiers, filing cabinets, adding machines, and fax machines. There are no hazardous or significantly unpleasant conditions.

The weekly work schedule is approximately 40 hours in duration, Monday through Friday and may be extended in the event of an emergency, disaster, workload, or the need to complete time-sensitive work. Some attendance at evening meetings may occasionally be required.

Performance Measurements & Selection Guidelines

- Regularly arrives for work on time prepared to perform the duties of the job.
- Projects a professional image as a representative of the city.
- Adheres to City and Department policies and procedures.
- Sets a standard of excellence in customer service.
- Consistently produces accurate work and meets deadlines.
- Uses available methods to track on-going or semi-regular tasks and project deadlines.
- Completes routine or regular tasks without being directed by others.
- Displays composure, friendliness and respect in treatment of the public and co-workers.
- Respects the potential confidential nature of some aspects of the position.
- Adapts to changes in the work environment and manages competing demands.
- Has a thorough knowledge of the Department's policies, procedures, rules, regulations, structure and operations and uses it appropriately to resolve problems and crises.



An employee in this position is also evaluated upon the general observations of the ability to perform all of the essential responsibilities and duties.

Selection Guidelines:

Formal application; evaluation of education and experience; oral interview, reference check, background investigation; post-offer medical physical including drug and alcohol screening; job related tests may also be required.

Disclaimer:

The above statements are intended to describe the general nature and level of work being performed by persons assigned to this job. They are not intended to be an exhaustive list of all responsibilities, duties and skills required. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

 Department Head

Date

 HR Representative

Date

 City Administrator

Date



Agenda Memo

Crest Hill, IL

Meeting Date: | October 16, 2023
Submitter: | Ronald J Wiedeman
Department: | Engineering
Agenda Item: | Sidewalk Pilot Program.

Summary: Attached is a brochure from Safe Step LLC. The city has used this company in the past to correct sidewalk defects to existing sidewalk due to ADA compliance issues. In the past, we used them primarily to physically eliminate tripping hazards.

This company also provides other services that staff would like to discuss with council about using them for. These services would allow the city to collect information on the condition of our existing sidewalks, while also evaluating them for timely replacement or repair.

This work is an MFT eligible expense, and our current budget has dollars set aside for services like this.

Staff would like to evaluate a small section of the city's existing sidewalks, see attached for location. This will provide some information that can be used to determine if this evaluation process will provide beneficial information.

The goal here is to

- Save Staff time.
- Provide transparency.
- Increase sidewalk safety.
- Reduce resident complaints.
- Enable cost-effective decisions.
- Extend the life of our sidewalk infrastructure.

Recommended Council Action: Have Mayor execute a proposal with Safe Step, LLC. for a small pilot sidewalk program that will evaluate, and repair identified locations for a not to exceed amount of \$36,360.00.

Financial Impact:

Funding Source: MFT

Budgeted Amount: \$110,000.00

Cost: \$36,360.00

Attachments:

Safe Step Digital Brochure.pdf

Crest Hill Targeted Neighborhoods.pdf

Proposal Crest Hill 2023 Evaluation and Sidewalk Repair Pilot.pdf



“Why Replace the Sidewalk . . .

. . . when it just needs some maintenance?”

We can fix that!



THE AMERICANS WITH DISABILITIES ACT (ADA) establishes that any abrupt change in elevation greater than 1/4" is a hazard and must be eliminated. While not often "policed," this is the standard by which trip and fall liability is determined.

"The Benefits
of maintaining safe, ADA
compliant walkways
are community-wide
and go far beyond
improving the lives
of our disabled."



HAZARDS

and ADA

SAFETY

Our public sidewalks are used more often by more people than any other community facility. Our children, our elderly and everyone in between, use them daily. ADA compliance assures they'll be safe.

LIABILITY

Tens of millions are paid out every year for sidewalk trip and fall injuries. It's a lawyer's dream case; the law is clear on what the standards are for public walkways and who is responsible for ensuring those standards are maintained. ADA compliance virtually eliminates liability for trip and fall incidents.

AESTHETICS

Right or wrong, appearances do matter. Well-maintained properties say a lot about who we are as an institution or a community. The condition of our walkways makes an impression, positive or negative, and influences where we might attend a college, purchase a home or locate a business. ADA compliance is visual evidence that we care.

Unsafe.

Unsightly.

Unacceptable.



Professional, Affordable Trip Hazard Management

We are the national leader in uneven sidewalk management. We deliver our client-focused service and quality results in a 4 step process:

1) Discover: We will take time to learn about the current status, needs, and goals for your sidewalk repair program.

2) Evaluate: We will survey current conditions and areas of special concern to identify trip hazards that present a liability risk. Standard inspection surveys are included for Safe Step LLC clients.

3) Recommend: We will provide you with a comprehensive proposal that includes solutions that best meet your goals and objectives.

4) Fulfill: We will use our patented process to repair the sidewalk edge-to-edge, with no damage to adjacent panels or the surrounding landscape. Skilled technicians can even handle those difficult to repair and expensive to replace items such as manhole covers, curbs, handicap ramps, and swimming pool decks.

Specialized ♦ Economical ♦ Innovative ♦ Efficient ♦ Guaranteed

♦ **SPECIALIZED:** Safe Step LLC has specialized in just one thing; restoring safety to sidewalks by eliminating trip hazards. Since 2005, that expertise helps our clients better understand regulations, clarify goals, and develop a cost-saving maintenance strategy.

♦ **ECONOMICAL:** Our clients typically save **40 to 80%** over the cost of replacing the concrete. Choosing maintenance over demolition can double the service life of sidewalks. That's not "cost," it's savings.

♦ **INNOVATIVE:** We hold 6 patents on our proprietary Saw-Cutting Technique, achieving a flat, smooth, ADA compliant slope surface. Our GIS Mapping capability is a valuable planning tool for decision makers.

♦ **EFFICIENT:** Our process is fast, clean, and environmentally friendly. No repair option is less disruptive. Not even close.

♦ **GUARANTEED:** There will be No Grinding on any project. All corrections will meet ADA repair slope guidelines. Guaranteed.

Line	High	Low	Linear Ft.	Location	Repair	Notes
1	0.825	0.000	2.0	Central Avenue N	joint	
2	0.500	0.000	6.5	Central Avenue N	joint	
3	0.750	0.000	6.5	Central Avenue N	joint	
4	0.750	0.000	3.0	Central Avenue N	joint	
5	0.500	0.000	3.0	Central Avenue N	joint	
6	0.750	0.000	2.0	Central Avenue N	joint	
7	0.825	0.250	2.0	Central Avenue N	joint	
8	0.375	0.125	4.0	Central Avenue N	joint	
9	0.800	0.000	5.0	Central Avenue N	joint	
10	0.750	0.000	4.0	Central Avenue N	joint	
11	0.500	0.000	6.0	Central Avenue N	joint	
12	0.375	0.000	3.5	Central Avenue N	joint	
13	0.500	0.000	6.0	Central Avenue N	joint	
14	0.500	0.000	6.0	Central Avenue N	joint	
15	0.500	0.000	6.0	Central Avenue N	joint	
16	0.375	0.000	6.0	Central Avenue N	joint	
17	0.375	0.000	6.0	Central Avenue N	joint	
18	0.375	0.000	6.0	Central Avenue N	joint	
19	0.375	0.000	6.0	Central Avenue N	joint	
20	0.375	0.000	6.0	Central Avenue N	joint	
21	0.375	0.000	6.0	Central Avenue N	joint	
22	0.375	0.000	6.0	Central Avenue N	joint	
23	0.375	0.000	6.0	Central Avenue N	joint	
24	0.375	0.000	6.0	Central Avenue N	joint	
25	0.375	0.000	6.0	Central Avenue N	joint	
26	0.375	0.000	6.0	Central Avenue N	joint	
27	0.375	0.000	6.0	Central Avenue N	joint	
28	0.375	0.000	6.0	Central Avenue N	joint	
29	0.375	0.000	6.0	Central Avenue N	joint	
30	0.375	0.000	6.0	Central Avenue N	joint	
31	0.375	0.000	6.0	Central Avenue N	joint	
32	0.375	0.000	6.0	Central Avenue N	joint	
33	0.375	0.000	6.0	Central Avenue N	joint	
34	0.375	0.000	6.0	Central Avenue N	joint	
35	0.375	0.000	6.0	Central Avenue N	joint	
36	0.375	0.000	6.0	Central Avenue N	joint	



What our Safe Step LLC clients are saying . . .

Item 7.

"We have utilized Safe Step every year since 2008. They are prompt, clean, professional, and very easy to work with."

Mike Brady, Street Supervisor
Village of Libertyville, IL

"I have heard nothing but positive feedback on your work!"

Dan Winkler, City Engineer
Lake Geneva, WI

"Our senior living community is a safer place for everyone since Safe Step improved the sidewalks on our campus - efficient and professional repairs."

Terry Egan, President/CEO
Woodstock Christian Life Services (IL)

Safe Step is one of our favorite contractors - not a single complaint in all their projects."

Elton Orozco, Civil Engineer
City of Geneva, IL

"Their customer service is outstanding."

Tim Kieffer
Street Maintenance Supervisor
City of Golden Valley, MN

"The cuts were clean, smooth, and met ADA standards. The workers were very courteous and left no mess behind, resulting in no resident complaints"

Jim Olson, P.E., Public Works
Department
City of St. Louis Park, MN

"Your crew did a great job. I heard no complaints from residents, and when I walked the neighborhood yesterday, every cut was completed beautifully."

JJ Larson, Director of Public Works
Village of Cottage Grove, WI

"Safe Step made my life easy!"

John Nevenhoven, Director of
Public Works
City of Elburn, IL

"Safe Step's ease of construction and use of new viable technology offers clients a good and cost-effective alternative to removal and replacement of concrete sidewalks"

Ray Koenig, Baxter and Woodman
Engineering (IL)

"Safe Step is my easy button!"

Deane Baker, Commissioner
of Public Works
Village of DeForest, WI

"Safe Step helped me look like a genius in my new role, correcting sidewalk hazards for a fraction of my budgeted amount."

Todd Hoppenstedt, Public Works Director
Montgomery, IL



BEFORE



Contact us for a FREE on-site consultation.

920-202-0954 • SafeSidewalks@NoTrippin.com • www.NoTrippin.com

AFTER

Crest Hill - Sidewalk Miles of 10.02



Estimated Sidewalk Infrastructure Value

Estimated Sidewalk Miles	Avg Width	Estimated Sq. Ft Cost	Total Value of Sidewalk
10.02	5.00	\$10.00	\$2,645,280

Priority	Color	Miles
1	Red	3.03
2	Yellow	6.99

Philip Sitton • Project Manager • 331.444.4822 • Philip@Notripping.com

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Sidewalk Evaluation and Repair Proposal

Presented to: Raymond Soliman
City of Crest Hill
Crest Hill 2023 Evaluation and Sidewalk Repair Pilot
October 11, 2023

Philip Sitton • Project Manager • 331.444.4822 • Philip@NoTrippin.com • www.notrippin.com

Introduction

October 11, 2023

Raymond Soliman
City of Crest Hill
20600 City Center Blvd
Crest Hill, Illinois 60403

Raymond,

Thank you for the opportunity to present this proposal for sidewalk evaluation and trip hazard repair.

Review

1. The City of Crest Hill has requested Safe Step LLC evaluate sidewalk segments, identified by the City of Crest Hill.
2. Safe Step LLC will evaluate sidewalks for defects that present a trip hazard and are appropriate for saw-cutting repair based on the identification criteria to be discussed 10/18.
3. Safe Step LLC will also evaluate sidewalks for defects that are not appropriate for saw-cutting repair and will require alternative repair methods to include remove and replace and lifting.

Notable Proposal Contents

- Page 2: Execution Strategy
- Page 3: Priority Areas Map
- Page 4: Evaluation Criteria
- Page 7: Proposal Acceptance

Please let me know if you have any questions. We look forward to serving your needs.

Philip Sitton
Project Manager
331.444.4822
Philip@NoTrippin.com

Philip Sitton • Project Manager • 331.444.4822 • Philip@NoTrippin.com • www.notrippin.com

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Execution Strategy

Based on our discussions, Safe Step will execute the project as follows:

1. Confirm sidewalk evaluation area and defect identification criteria (enclosed)

1. Page 3 of this proposal contains the sidewalk areas and the priority in which they should be evaluated and repaired.
2. Page 4 of this proposal contains the defect identification criteria that will be used to evaluate the sidewalks.

2. Evaluate current sidewalk conditions

1. Safe Step LLC will evaluate the sidewalk locations in the priority order until the budget is met.
2. Identified defects will be recorded along with the measurement, address, approximate GPS coordinates, important notes, and a photo of the defect.

3. Deliver evaluation results

1. Following the completion of the evaluation, Safe Step LLC will provide the sidewalk defect data through a proprietary online tool called *Sidewalk Central™*. This data includes locations, descriptions, suggested repair types, and photos of each defect identified.
2. *Sidewalk Central™* allows you to review, make notes, and confirm the preferred repair type for each defect.

4. Perform repairs

1. After you review and confirm the repair locations, we will schedule a timeframe to begin repairing the identified saw-cutting locations.
2. All saw-cutting repairs will be done in accordance with "The Safe Step LLC Approach" outlined on page 5 of this proposal.
3. *Sidewalk Central™* allows you to monitor the saw-cutting in real-time, providing defect completion status as well as repair photos and timestamps for quality assurance.

5. Provide documentation

1. At the conclusion of the project, we will provide a final report of saw-cut locations repaired including the displacement measurements, address, approximate GPS coordinates, GIS Shape files and important notes.

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Priority Areas Map



Map Data: Google

Survey Area and Priorities

1. Priority 1: Red (3.03 Miles)
2. Priority 2: Yellow (6.21 Miles)
3. Total Miles: 9.24

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Sidewalk Evaluation Criteria

Apply for client-identified specific locations?		Y
Condition	Record for Saw-Cutting	Record for Replacement
Offset minimum: Height (1/8s) 4	Y	If less N/A
Offset maximum: Height (1/8s) 20	Y	If greater
Sharp edge: Height (1/8s) 4	Y	Y
Cutting to sunken panel:	Lift	Y
Waterpooling:	Lift	Y
Caused by tree	Y	Y
Negative cross-slope:	Y	Y
Positive cross-slope:	Y	Y
Contains structural crack: Qty no more than Gap no more than	Y	Y
Panel is spalled: Surface less than 100% Depth no more than 1"	Y	Y
Sidewalk joint is decayed:	Y	Y
Curbing:	N	N
On bridge structure:		
Parallel joints: Min. Height 1/2" Max Height 2 1/2"	Y	Y
Ramps: Top Max Ht 2 1/2" Bottom Max Ht 2 1/2"	Y	Y
Top of flowline:	Y	Y

Marking/Other

Mark Saw-Cutting	Numbered
------------------	----------

Mark R&R	N
4" R&R Sq. Ft. Cost	\$20
6" R&R Sq. Ft. Cost	\$23

Use Lifting for sunken & waterpooling panels	Y
Mark Lifting	Y
Lifting Sq. Ft. Price	TBD

Notes:

EXAMPLE CRITERIA ONLY

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The Safe Step Approach



Specifications

1. Repairs will be tapered to a 1:12 slope ratio and taken to a zero point of differential between adjoining sidewalk panels along the full width of the sidewalk, in accordance with ADA standards.
2. Repairs shall have a smooth and uniform finish with a coefficient of friction meeting OSHA requirements and shall not impact adjoining sidewalks, driveways, landscaping, or other objects within the vicinity of the work.
3. In instances where sidewalk conditions do not permit a 1:12 slope ratio, repairs will be made with the shallowest slope possible for the given sidewalk condition.



Clean-up

1. All saw-cutting will be performed without water-cooling; No slurry will be created eliminating the risk of "tracking" and run-off water contamination.
2. Saw mounted dust abatement systems will be used to minimize airborne dust. Containment systems are designed for fine dust applications.
3. Debris and concrete shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping, or other objects within the vicinity of the work.



Reporting

1. Upon completion of the project, Safe Step LLC will provide a detailed and audit-able report. This report will include the street address or location, dimensions, and GPS coordinates of each repair made.
2. An invoice for payment will be provided when the projected has been completed. Payment in full is due **30 days** from the date of invoice. Late payments may be subject to a \$30 re-billing fee.



Safety and Insurance

1. Safe Step LLC employees who work directly in slab displacement repair undergo a rigorous training process with emphasis on safe work practices, OSHA-approved personal protection equipment, and quality workmanship. It is not uncommon for our clients to receive unsolicited compliments on our safety practices and the quality of the work performed.
2. Safe Step LLC is fully licensed and insured. Proof of auto, liability, and workers compensation insurance are available upon request.



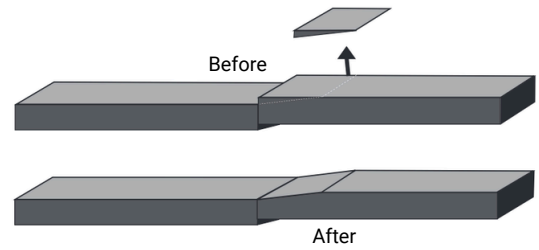
Proprietary Technology

1. Safe Step LLC is the only entity in Wisconsin, Northern Illinois, and Southeast Minnesota authorized to use the Precision Concrete Cutting method for removing sidewalk trip hazards as described by the following patent numbers: U.S. Pat. No. 6,827,074, U.S. Pat. No. 7,000,606, U.S. Pat. No. 7,143,760, U.S. Pat. No. 6,896,604, U.S. Pat. No. 7,201,644, U.S. Pat. No. 7,402,095. These patents refer to the equipment, methods, and dust abatement systems used by Safe Step LLC. A sole source letter is available upon request.

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Our Result



Before



After



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Proposal Acceptance

Financial Parameters

1. Financial Parameters

1. The total cost of the reporting and saw-cutting repairs will not exceed **\$36,360.00**.
2. Safe Step LLC will accept full responsibility for any project cost overage, provided that the scope of the project is not altered once the project begins. Any requested change in scope will be fully discussed and approved by the City of Crest Hill prior to the start of the work on the revised area.

If this proposal is acceptable, please complete and sign below. We will contact you upon receiving this form to schedule your project.

Cost: \$36,360.00

Proposal #: 201690

Due to the ongoing supply chain issues and labor availability, the pricing in this proposal is only valid until **October 30, 2023**.

Billing Contact Name:

Billing Email Address:

PO Number:

Does this project require prevailing wage?:

Approved by:

Date:

Signed: _____

Title:

Client Notes: [lim](#)

Use this form to provide us with any other information we may need to know.

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the above signed hereby agrees to defend, indemnify, and hold contractor harmless with respect to any and all liability whatsoever arising from contractor's activities in attempting to repair concrete sidewalk and other slabs owned by the above signed or within the above signed's dominion and control, and to defend, indemnify, and hold harmless contractor with respect thereto.

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Agenda Memo

Crest Hill, IL

Meeting Date:	October 16, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	U.S Route 30 Water Main Lining Project-Change Order No. 2.

Summary: Staff is bringing to council a request to approve change order 2 for the U.S. Route 30 Water Main Lining Project due to differing field conditions to what was known at the time of the design. The existing water main located in U.S. Route 30 was thought to be installed at a constant depth of 5 feet below the pavement elevation throughout the limits of the project. During construction it was found that the water main when it encountered a storm line or utility crossing that was perpendicular to the existing water main was lowered to go beneath these lines. Due to the water main dipping below these existing storm and utility conflicts the process of water main lining cannot be completed as currently proposed. In order to verify that these sections of the water main are in a good condition and do not need to be repaired or replaced additional work is required to physically verify to the condition of existing pipe.

The work below is a summary of the additional work required to verify the condition of the existing water main and address its current condition:

- 22 additional pits need to be dug and pavement resorted in order to visually inspect the existing water main. The cost for each pit is \$27,682.35 This change will increase the contract by \$584,123.10.
- Due to the additional 9 pits, additional video will be required to visually inspect these sections of the water main. The contract unit price is \$4.70 for an additional 2800 ft. This change will increase the contract by \$13,610.00.
- Due to the extra 9 pits additional mobilizations are required to video these lower sections of existing water main. This cost is not included in the cost of completing the actual video. This change will increase the contract by \$34,635.40.
- Due to the additional 9 pits, additional cleaning of these lower sections was required in order to video the existing water main. This change will increase the contract by \$15,910.64.
- Work not covered in Robinson Memo. Due to existing utility conflicts at the six corners intersection, there is a section of existing water main that cannot be lined (approximately

100 ft). Staff are not comfortable lining the entire water main along Plainfield Rd and leaving a small section not lined close to this intersection. Just a couple of years ago, we experienced a water main break just east of this section of the water main.

Due to the location of the connection of the existing water mains at Plainfield Rd, Caton Farm and Gaylord (six Corners) any work completed will need to be completed in the middle of this very busy intersection.

Also, if we just remove and replace the water main in the same location this will still leave 3 water valves in the middle of this intersection. If and when Public Works were required to shut down the existing water main to service a section, again they would be working in the middle of this very busy intersection.

If is staff's suggestion to abandon this section of water main and make a new connection through the right turn lane from Plainfield Rd to Caton Farm Rd. This would eliminate Public Works from having to go into the middle of this intersection to access water valves while also removing the existing water main from this busy intersection. Due to the large amount of traffic which passes through this intersection we are also recommending that this work be completed at night. The cost to complete this work will increase the contract by \$200,120.00.

The current budget has funds within it for this work without having to use fund balance to pay for this additional work. Staff recommends the following:

- Use \$370,000 from the water main replacement account (12-00-7620) that is not currently obligated.
- Move \$98,938.54 from 12-00-7615 to 12-00-7620.

Recommended Council Action: To approve Change Order No 2 for the U.S. Route 30 Water Main Lining Project which will increase the contract amount to \$3,167,938.54.

Financial Impact:

Funding Source: Water

Budgeted Amount: \$2,699,000.00 (Under Account no. 12-00-7620)

Cost: \$3,167,938.54

Attachments:

22-R0541_Crest Hill Memo_20231003_ready for City Staff

To: Ron J. Wiedeman, City Engineer (City of Crest Hill) Date: October 3, 2023

From: David Barnas / John Beissel

Subject: Project U.S. 30 (Plainfield Road) 10-Inch Watermain Lining Maintenance Project No. 22-R0541

During recent weeks of construction, the contractor [Sheridan Plumbing & Sewer] has encountered unexpected field conditions en masse due to undocumented vertical adjustments to the City's 10-inch watermain which appear to have occurred during prior infrastructure project(s). Our office has been working with the contractor to identify the extent of these changes and related anticipated costs.

During the process of cleaning and televising the 10-inch watermain, vertical offsets of 45° or 90° were discovered on either side of storm sewers installed under Plainfield Road. It appears these watermain adjustments were performed during an IDOT roadway widening project in the 1990s to accommodate placement of storm sewers that conflicted with the existing watermain. Lining watermain through a 90° bend is not possible, and lining watermain through 45° bends is not practical. Since the process does not allow for the liner inversion to be steered, twisting of the liner can result, leading to restricted water flow and/or additional future expense to repair. The bends encountered were not delineated on any record drawings or data available from IDOT or Crest Hill. Therefore, the bends could not be identified until the watermain was removed from service and the Contract work in progress.

During project design, typical resources were used to obtain readily available information:

- City records from watermain breaks/GIS did not note watermain lowered at storm sewer crossings.
- Field topography for existing infrastructure cannot identify underground watermain bends and tees.
- Our team obtained IDOT as-built drawings/record drawings to confirm existing infrastructure information; information on the record drawings was utilized as part of our design and bid package.

Subsurface utility exploration (SUE) equipment, had it been used at additional design expense, would similarly not have identified the vertical 45 and 90 degree bends encountered. Furthermore, even if the lowering of watermain was noted on City or IDOT records, the level of detail needed to predict the magnitude of these field changes may not have been available.

As a result of these findings uncovered through the watermain televising, significant scope changes with associated additional costs are needed to complete the watermain lining. We are working with City Staff and Sheridan to minimize these costs for additional access pits at the bends that need to be installed for proper lining. We are evaluating, on a case-by-case basis, if the existing watermain installed horizontally, between the lowest bends at each offset can be left in place or what additional accommodations need to be made.

The Contract, with original Bid Price of \$2,831,319.50, is now projected to have an approximate final contract amount of \$2,968,000.

The major cost elements related to the unexpected watermain vertical bends total approximately \$650,000:

- The original contract drawings estimated eleven (11) access pits to be installed for optimal length of lining segments. However, there are nine (9) additional pits still being investigated, which may total 22 additional pits.
 - As a result, we estimate that ten (10) additional lining set-ups, double the original contract quantity. Each lining run results in additional set up time, curing and testing.
 - An additional 13 access pits to complete the lining at an estimated \$25,767.85 each.
 - An additional 9 access pits that may be needed at an estimated cost of \$27,682.35 each.
 - There will be additional setup time by the lining installer for additional pipe runs, at estimated cost of \$34,635.40.
 - There will be additional cleaning costs at an estimated cost of \$15,910.64.
 - Additional CCTV work at an estimated cost of \$13,600.

- It is also noted that there is a reduced credit of \$148,993.38 from \$241,962.00 for value engineering work outlined in Change Order #1 for revised phasing and pit quantities/locations.
- Other additional costs for the project already accounted for in the Unit Price items, are approximately \$240,000:
 - Repairs to the 10-inch existing watermain on Greengold and Parkrose Streets one block north and one block south, respectively, from Plainfield Road. Fire hydrants on these streets were used to supply the Temporary Water Service Main. During the hydrant repairs, adjacent main was found to be corroded and was repaired. This main, appurtenances, and roadway was repaired at a cost of \$56,667.28.
 - Additional cost for open cut installation of deteriorated watermain and appurtenances at Sweetbriar Road was completed at a cost of \$97,133.15.
 - Additional 2-inch diameter temporary water service main was needed to provide water service to customers in areas where the City lacked enough detailed information. This resulted in an additional cost of \$83,790, per contract unit prices.

In Summary:

Contract Amount	\$2,831,319.50	
Adjustment to Unit Price Items	- \$362,366.82	
Subtotal	\$2,468,982.68	
Estimated Cost Savings	- \$148,993.38	Per Summary from Sheridan Plumbing
Subtotal	\$2,319,989.30	Reflects efforts to reduce the overall cost to below the Contract amount
13 Additional Pits	+ \$334,982.05	Costs relating to “skip” watermain bends
9 Additional Pits	+ \$249,141.05	
Additional Lining Install Set-Up	+ \$34,635.40	
Additional Cleaning Costs	+ \$15,910.64	
Additional CCTV Work	+ \$13,610.00	
Total	\$2,967,818.54	

Despite the unforeseeable circumstances resulting from the vertical bends, watermain lining still appears to have provided the most economical and least invasive alternative to repairing this portion of the City’s watermain and extending its useful lifetime. Completing the required additional work under the current contract will allow the City to utilize competitively bid contract unit prices where possible. In the current construction environment, we believe this action will help the City avoid expected cost increases likely to result from deferring this work to a future budget year.



Agenda Memo

Crest Hill, IL

Meeting Date:	October 16, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Well 14 Drilling Improvement.

Summary: The award of this project was discussed at the September 11th workshop meeting and at that meeting it was explained that this project was currently not included in the city existing 2024 budget and that outside funding sources planned to be used have not been received and the timeframe when these funds are not currently known.

Due to the current question on the status of funding for this project, Strand and the City have revisited the decision to construct this well now, in the future or at all. With the city in 2030 moving to the new water supply through the Grand Prairie Water Commission does the construction of the well still make sense at this time.

Discussion of a new well began in 2013 due to the fact that with the city's current number of wells they would supply enough water for both general use and fire protection once the undeveloped sections of the city get developed.

With the city making the decision to move from our own wells to Lake Michigan water supply the capacity that the city will need to supply can be looked at differently than originally thought. The water supply can be looked at as follows:

- Prior to 2030
- After 2030

Prior to 2030: Based on current demand and with maintenance improvements being made to our existing water distribution system which the city has completed or will be completed between now and 2030 the existing number of wells will be able to handle the demand for water along with the ability to provide fire protection flows.

If demand increases due a large development, then a well 14 will be needed along with other infrastructure improvements required to put well 14 into service. The completion of all of these projects is currently scheduled to be completed in late 2026.

As discussed at the September 11th workshop the drilling of Well 14 is not currently included in the 2024 budget. The city has been awarded a grant from the county through the American Rescue fund to \$500,000.00 that can be used for this project or any other infrastructure project. Staff is working with the county finalizing the agreement. The agreement is a reimbursement grant and the work will need to be completed by December 31, 2026. The other funding source is through DCEO funds-\$400,000.00. To date, DCEO has not released this funding and has not provided any information to the city on the DBE/MBE requirements. If we award the project without knowing these requirements the city will be put in a position of possibility not be able to use these funds. Therefore, the following options are available for Well 14:

1. Award the project now with the possibility of not being able to use the DCEO funding.
2. Continue working with the elected officials and DCEO to get the requirements for the DBE/MBE requirements and then rebid the project.
3. Delay the drilling well 14 until there is a need for increased demand. This will provide the city the ability, if desired, to have the developer or developers share in the cost of drilling the well.

The drilling of the well based on the current bid will cost the city \$850,000.00 and as mentioned above is not currently included in the 2024 budget.

Besides the cost of drilling this new well there are other infrastructure items that are needed to bring this new water supply into the city's existing water supply system. These projects included constructing a new raw water supply line from Well 14 to Well 10 located at the corner of Caton Farm Rd and Oakland Ave. Besides this new line improvements to the existing Wellhouse 10 will be needed to accept this raw water line. This work is currently estimated at \$4.5 million currently planned to be completed in 2026.

The southwest corner of Oakland and Caton Farm Rd is also the same location where the city is proposing a new aboveground water storage tank and new water receiving station will be constructed so the city will be able to provide enough storage per IEPA requirements for drinking water supplied by the water commission. Along with the construction of the new storage tank and receiving station modifications to the existing well house 10 will also be needed. The cost of modifying the existing station to accept water from future well 14 would best be completed at the same time as the construction of the storage and new receiving station. The cost to complete Well 10 upgrades can be absorbed into overall construction cost of the storage tank and new receiving stations. These improvements are scheduled to be completed in 2026.

By only constructing the raw water line and eliminating a separate contract to upgrade well 10 to accept the raw water from future Well 14 and include this work in the construction of the new receiving station will save the city approximately 1.5 million dollars.

For the period after 2030 when the city is on the new water supply. The new supply line has been designed to provide water capacity for both demand and fire protection based on full build out of the city. This scenario includes the full build out of the Crest Hill Business Park, Weber and Division, Statesville property, etc.

As mentioned above the storage tank along with our existing elevated storage tanks will provide the 2 days of storage per IEPA requirements if in the case the main supply line needs to be shut down for maintenance.

The other thing to discuss is the case the water supply line is down for a period longer than a 2-day period to some undefined time. In this case, the city will need to use its own wells to provide the water supply. At this point the city has enough wells in place without drilling Well 14 to meet this requirements based on current demand, but any increase in demand would require future Well 14. Therefore, giving the city time to decide on when Well 14 needs to be installed.

Recommended Staff Action:

1. Staff recommends that between now and 2026 install the new raw water line from the proposed Well 14 location and Well 10. This is currently planned to be paid through an IEPA loan, but there are a few other funding sources available that can be looked at to help pay for a portion of the project thereby decreasing the city overall cost contribution and allow the city to pay for this project without having to get an IEPA loan. The current estimate of cost for this work is \$2.4 million dollars and has been included in previous presentation to council for the overall cost to construct Well 14. This new line after 2030 can be converted to a distribution line which will provide additional redundancy from the south end of the city to the north and west sides and then be converted back to a raw water line during times of an emergency.
2. Delay the drilling well 14 until there is a need for increased demand. This will provide the city the ability, if desired, to have the developer or developers share in the cost of drilling the well.

Recommended Council Action: To formally reject the Well 14 bids and send the attached rejection letter to all bidders stating the reason for the bid rejection.

Financial Impact:

Funding Source: Water

Budgeted Amount: n/a

Cost: n/a

Attachments:

Well 14 Rejection Letter-GLWR.PDF

Well 14 Rejection Letter-CPS.PDF



Raymond R. Soliman
Mayor

Christine Vershay-Hall
Clerk

Glen Conklin
Treasurer

October 16, 2023

Ward 1
Scott Dyke
John Vershay

Great Lakes Water Resources
1127 Plainfield Rd.
Joliet, Illinois 60435

Ward 2
Claudia Gazal
Darrell Jefferson

Subject: Rejection of Bids-Well 14

Ward 3
Tina Oberlin
Mark Cipiti

Thank you for your bid on August 14, 2023 regarding the Well 14 drilling project in the City of Crest Hill. We regret to inform you that the City will be rejecting all bids due to the following reasons:

1. All funds to be used on this project have not been received.
2. DBE/MBE requirements due to one of the funding sources is not known.
3. The city has made a decision not to install this Well until additional water demand is needed.

Ward 4
Nate Albert
Joe Kubal

Again, thanks for your interest in working with the City of Crest Hill.

If you have any questions regarding this matter, please contact me at 815-741-5122.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Wiedeman".

Ron Wiedeman
City Engineer

CITY OF CREST HILL

20600 City Center
Crest Hill, IL 60403

815-741-5100
cityofcresthill.com



Raymond R. Soliman
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Ron Wiedeman
City Engineer

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20600 City Center
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cityofcresthill.com



Raymond R. Soliman
Mayor

Christine Vershay-Hall
Clerk

Glen Conklin
Treasurer

October 16, 2023

Ward 1
Scott Dyke
John Vershay

Cahoy Pump Service
1822 N Lincoln Parkway
Lincoln, Illinois 62656

Ward 2
Claudia Gazal
Darrell Jefferson

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Ron Wiedeman
City Engineer

CITY OF CREST HILL

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Crest Hill, IL 60403

815-741-5100
cityofcresthill.com



Agenda Memo

Crest Hill, IL

Meeting Date:	October 16, 2023
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	RFP for Phase 1 Environmental Site Assessment-Old City Hall

Summary: The City through the Building Department, has advertised for qualified firms to provide a Request for Proposals (RFP) for professional environmental engineering services for the Old City Hall. This Phase 1 Environmental Study will provide the City with a preliminary study of environmental issues that the property and building might have. This study will provide information on any underground storage tanks, asbestos, lead or other materials in the building that once removed will need to be handled as hazardous waste. This assessment will provide the city, staff and any potential buyers of this property information on the type of materials that will need special processing when removed from the property. This is just a phase 1 study and will provide some preliminary information. If this assessment requires phase 2 this will be addressed after the finding of phase 1.

Three RFQ were received from qualified engineering firms on March 10, 2023. The three firms along with cost to perform the phase 1 are listed below:

ESC Midwest, LLC	\$10,900.00
Seeco Environmental	\$12,730.00
GSG Consultants, Inc.	\$13,200.00

Since this RFP was for professional services and the selection of professional services is typically not determined on price alone face to face interviews were scheduled to help staff determine who would be best to perform these services for the city. The face-to-face interviews were held on August 30, 2023.

The meeting and scoring were performed by Don Seeman, Dave Strahl and myself. Each independently reviewed each firm based on the submitted RFQs, responses to the face-to-face interview and the City's Quality Based Selection Policy and Procedure. The scores from each selection committee member were averaged and the results of each firm and their ranking are attached.

The consultant receiving the highest average score was ESC Midwest, LLC. with Seeco Environmental coming in second and GSG Consultants, Inc. coming in third.

Recommended Council Action: Authorize the mayor to execute the proposal with ESC Midwest, LLC for a not to exceed amount of \$10,900.00 to perform professional environmental engineering services for the Old City Hall- Phase 1 Environmental Study.

Financial Impact:

Funding Source: GF

Budgeted Amount: \$205,000.00

Cost: \$10,900.00

Total Budget amount authorized to date: \$104,915.00.

Attachments:

Final Committee Scoring.xlsx

ESC Midwest, LLC



CITY OF CREST HILL
RFQ FOR PHASE 1 ENVIRONMENTAL SITE ASSESSEMENT-OLD CITY HALL
FINAL COMMITTEE SCORING

Ranking	Team		Ron W	Don S	Dave Strahl	Final Avg. Score
			Score	Score	Score	Score
1	ECS Midwest, LLC		100	100	100	100.0
2	SEECO Enviromental Services		95	95	95	95.0
3	GSG Consultants, inc.		75	90	85	83.3



ECS Midwest, LLC

Proposal for Phase I ESA/ Asbestos Survey/ Lead-Based Paint Survey

Crest Hill City Hall
1610 Plainfield Road, Crest Hill, Illinois

For: City of Crest Hill
1610 Plainfield Road, Crest Hill, Illinois

ECS Proposal Number 53:5244
March 9, 2023



March 9, 2023

Mr. Don Seeman
City of Crest Hill
1610 Plainfield Road
Crest Hill, Illinois 60403

ECS Proposal No. 53:5244

Reference: Proposal for Phase I ESA/ Asbestos Survey/ Lead-Based Paint Survey, Crest Hill City Hall, 1610 Plainfield Road, Crest Hill, Illinois

Dear Mr. Seeman:

ECS Midwest, LLC (ECS) is pleased to provide City of Crest Hill with this proposal for performing a Phase I ESA/ Asbestos Survey/ Lead-Based Paint Survey for Crest Hill City Hall. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services.

We understand the property is located at 1610 Plainfield Road in Crest Hill, Illinois. Based on the information available, a property description is noted within the attached proposal along with a description of our scope of services.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, or would like adjustments to our proposed scope of services or schedule, please do not hesitate to contact us.

ECS Midwest, LLC

Jennifer Komrska
Assistant Staff Project Manager
jkomrska@ecslimited.com
847-279-0366

Jennifer Rogowski
Associate Principal
jrogowski@ecslimited.com
847-279-0366

PROJECT INFORMATION AND SCOPE OF SERVICES

Project Description

We understand the property consists of a two-story city hall building located at 1610 Plainfield Road in Crest Hill, Illinois (Will County PIN 11-04-31-405-006). Based on the information available, the building contains approximately 35,000 square feet of space and is situated on 2.86 acres of land. The building is owned by City of Crest Hill.

SCOPE OF SERVICES

Based on our understanding of the subject property and plans for future activities ECS has prepared the following Scope of Services.

Asbestos-Containing Materials

The asbestos assessment will be conducted by an Illinois Department of Health accredited asbestos inspector to identify and sample suspect asbestos-containing materials in general accordance with U.S. Environmental Protection Agency (USEPA) requirements as defined in the National Emissions Standards for Hazardous Air Pollutants (NESHAP). The assessment may include the collection of bulk samples of friable (easily crumbled under hand pressure) and/or non-friable materials suspected as containing asbestos for laboratory testing. Multiple samples may be required based on regulations. Samples will be analyzed using "Positive Stop" methodology. This methodology states if one sample of a homogeneous material is found to contain asbestos, the remaining samples of that material are not analyzed. EPA regulations stipulate that if one sample contains asbestos the entire quantity of that material contains asbestos, regardless of additional analysis.

Unless otherwise requested, the survey will include both interior and exterior materials within both of the on-site buildings. During the assessment, attempts will be made to access suspect asbestos-containing materials. However, due to the nature of an asbestos assessment and the inability and impracticality of accessing some hidden locations, some areas/materials may still be deemed inaccessible and/or not surveyed. Reasonable assumptions regarding the presence of suspect asbestos containing materials located within inaccessible areas will be made as necessary.

Please note that the nature of an asbestos-containing materials assessment requires limited destructive means to collect bulk samples of suspect asbestos-containing materials. ECS will attempt to perform bulk sampling in discrete areas; however, patching of or repair to sample locations will not be performed by ECS. Please note however that ECS will provide temporary patches to roof sample locations and/or other exterior sample locations which have the potential to cause a water leak if left open. However, these exterior patches shall be considered "temporary" and if the building is not demolished, should be repaired by a roofing contractor.

The collected samples will be submitted to a laboratory for analysis by polarized light microscopy (PLM) in accordance with EPA testing methods. Samples will be analyzed by EPA method (EPA 600/4-93/116) Determination of Asbestos in Bulk Building Materials or EPA Method (EPA 600M4-82-020) for the Determination of Asbestos in Bulk Insulation Samples. The laboratory is accredited by the U.S. Department of Commerce, National Institute of Standards and Technologies, National Voluntary

Laboratory Accreditation Program (NVLAP) for bulk asbestos identification by PLM. For reference, asbestos containing materials, as defined by the EPA and the State of Illinois, are materials with an asbestos concentration of greater than 1% (>1%).

The results of the asbestos bulk sampling will be included in a written inspection report detailing pertinent observations made while on-site, location and approximate quantities of identified ACMs, along with appropriate recommendations.

Lead in Paint and Other Surface Coatings

The lead-based paint sampling will be performed by a lead inspector to generally determine the lead concentrations of painted surfaces within the interior the buildings. Testing, to determine the lead concentration of painted surfaces, will be performed using an x-ray florescence (XRF) spectrum analyzer. The XRF is a hand-held portable lead detector, designed to obtain accurate, non-destructive measurements of lead concentrations in paints and coatings. The results of the testing will identify the concentration of lead within the painted and glazed surfaces. Please note that lead is defined by the Illinois Department of Public Health as lead in any lead bearing substance on an interior or exterior surface of a regulated facility at a concentration of 5,000 mg/kg or greater, or at a concentration greater than 1.0 milligram per square centimeter (≥ 1.0 mg/cm²). Please note that the on-site buildings do not meet the definition of a regulated facility.

The results of the lead paint sampling will be included in a written inspection report. The report will include location and quantities of identified lead paint, along with appropriate recommendations.

Phase I Environmental Site Assessment

The Phase I Environmental Site Assessment will be prepared in general accordance with ASTM Standard E1527-21, Standard Practice for Phase I Environmental Site Assessments. We reserve the right to adjust the quoted price for this Phase I ESA if supplemental investigation, additional lender requirements or other services, beyond the scope outlined in this proposal, are requested.

To expedite the preparation of the Phase I ESA, please provide ECS with the following:

1. Copies of updated site plans/plots which you may have available;
2. A point of contact for site access;
3. A current chain-of-ownership for the subject property (preferably dating back to 1940 or earlier);
4. The name and telephone number of the current owner so that ECS may conduct an interview; and,
5. The completed User Questionnaire which is attached.

In accordance with the ASTM protocol, it is the obligation of the "User" (i.e., the party relying on the report) to report to the environmental professional (i.e., ECS) any environmental liens encumbering the property or any specialized knowledge or experience of the user that would provide information about previous ownership or uses of the property that may be material to identifying recognized environmental conditions. Based on this, ECS requests any previous environmental information related to the property.

We have attached the User Questionnaire to assist the User and the environmental professional (ECS) in gathering information from the User that may be material to identifying recognized environmental conditions with respect to the site. The User of a Phase I ESA report is the party or entity to whom the report is addressed, and who will utilize the report in considering environmental conditions on the subject property. The purpose of the User Questionnaire is to provide you, the User, with an opportunity to disclose any environmentally pertinent information that you may have regarding conditions or prior occupants of the property. All answers should be provided only to the best of your current knowledge; completion of the User Questionnaire should not require additional research by the User or inquiry to the current property owner. ECS will attempt to conduct separate interviews with the current property owner, provided that a point of contact for the owner is provided and they are responsive. As the User of the report, please complete the attached User Questionnaire and return it with the signed proposal. We request the User Questionnaire be completed and returned to ECS at the same time this proposal is authorized in order to avoid delay to delivering the final report. This User Questionnaire will be included in the Phase I ESA Report and will assist in satisfying the "User's Responsibilities" portion of the ASTM Standard.

In addition, the ASTM standard also requires a search for the existence of environmental liens and activity and use limitations (AULs) to be conducted in order to satisfy "All Appropriate Inquiry" in accordance with 40 CFR Part 312. If this information is not readily available, ECS can contract with a third party provider to conduct this search for an additional fee. It should be noted that failure to provide this information (or contract for its attainment) may preclude your ability to qualify for certain liability protections. Please indicate on the attached authorization page if you would prefer ECS to obtain this information on your behalf for an additional fee of \$400 per parcel. (The ASTM E1527-21 standard allows the user to utilize title commitment reports, title insurance, chain of title, or other equivalent title research in lieu of a specific Lien and AUL search. If such documents are available, please transmit them to ECS prior to the completion of the Phase I ESA report.)

Phase I ESA Limitations and Assumptions

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The assessment is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the assessment.

We have made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- One color electronic version (PDF format) of the report will be provided upon completion of the project. If requested, ECS will provide up to two original reports for the quoted fee. Additional bound reports requested will be provided for a nominal fee.
- If client-provided information is submitted to ECS after our ESA report has been issued, additional labor fees may be invoiced to review to data, to edit our report, and to reissue our report. Please provide any available due diligence information at the beginning of the project.

- Please note that ASTM standard indicates that regulatory agency files available for the subject site or adjoining properties should be reviewed and failure to do so may result in data gaps in our report. The lump sum fee offered for the Phase I ESA does not include expanded reviews of regulatory files for the subject site and/or adjacent properties which are not available electronically, or if the file information may not be reasonably ascertainable within the project schedule. If the site and/or adjacent properties are identified on federal or state regulatory lists, and if a file review is warranted, ECS will contact you. An additional fee may be necessary depending on the location and volume of information pertaining to these regulatory files.
- If requested, ECS can provide reliance letters for our reports. Future reliance offered by ECS would be bound to the same contracted Terms & Conditions of Service agreed to between City of Crest Hill and ECS.

OUT OF SCOPE OBSERVATIONS

If during the performance of our Scope of Services additional environmental issues are observed which are beyond the Scope of Services outlined within this proposal, ECS may contact City of Crest Hill to discuss the relevance and significance of the observation in order to determine if the observation requires additional assessment, inclusion in our final report, or a modification to our Scope of Services and fee.

SAFETY

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and the performance of our Scope of Services cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with the Scope of services in that area until the unsafe condition is corrected.

REPORTS AND MEETINGS

ECS will prepare one Phase I ESA report, one Asbestos Survey report, and one Lead Survey report for the subject property. A copy of the report will be forwarded electronically upon completion of the project and will include a project background, sampling methodologies, laboratory results, photographs and our conclusions. Hard copies of the report can be provided at cost. Meetings requested by City of Crest Hill (both on site and at ECS's office beyond the Scope of Services outlined above) will be invoiced on a time and materials basis.

PROJECT FEES AND SCHEDULE

Project Fees

The estimated fees to perform the proposed tasks are provided in Table 1. Our estimate is based on experience with similar projects. ECS performs consulting services on a unit rate basis. This estimate is based on our best estimate of the time required to complete the task. Any additional time and/or laboratory testing above the costs estimated in Table 1 will be billed in accordance with our standard unit rates.

Submitted charges for work are based on the number of units of work actually performed. If unusual conditions are encountered that could affect the performance of the project, we would notify you immediately, so that appropriate changes could be made to the Scope of Services and the fee estimate adjusted accordingly, if necessary. It should be noted that meetings and consultation provided at the request of the client, and beyond the scope of this proposal, will be billed in accordance with ECS's standard fee schedule.

Table 1 - Total Estimated Fees

Task/Item	Fee
Phase I ESA	\$2,700
Environmental Lien/AUL Search	\$400
Optional Reliance Letter	\$500
Asbestos Pre-Demolition Survey	\$4,500
Lead Pre-Demolition Survey	\$2,800
Please note that the Asbestos Survey includes up to 100 asbestos samples; additional asbestos samples needed to complete the survey will be invoiced at \$10/sample	

Project Schedule

Phase I ESA: We anticipate that the Phase I ESA can be completed within 20 business days from authorization to proceed provided that site access is granted promptly.

Asbestos and Lead Survey: The fieldwork will be coordinated with you and will take approximately one day to complete and the report will be issued within two weeks.

If areas of the property cannot be observed due to inaccessibility or unsafe conditions beyond the control of ECS, ECS will wait until such time either that the area is accessible or the unsafe conditions are corrected. If ECS must make an additional visit to the site, a change order will be provided for our additional fees.

If other items are required because of unexpected field conditions encountered in our fieldwork, or because of a request for additional services, they would be invoiced in accordance with our current Fee Schedule. Before modifying or expanding our scope of services, you would be informed of our intentions for both your review and authorization.

An escort is requested, for the time that we are present on the site, for entrance to interior portions of the building.

LIMITATIONS

Conclusions and recommendations pertaining to environmental conditions at the subject site are limited to the conditions observed and the materials sampled at the time this study will be undertaken. The survey is not intended to represent an exhaustive research of every potential hazard or condition that may exist, nor does it claim to represent conditions or events that arise after the survey. The sampling results only represent the locations at the time and day of collection.

PROPOSAL ACCEPTANCE

Please complete the following Proposal Acceptance form and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's below signature indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

Service	Estimated Fee	Initial For Acceptance
Phase I ESA	\$2,700	
Environmental Lien/AUL Search (\$400 per parcel)	\$400	
Optional Reliance Letter(\$500 per entity)	\$500	
Asbestos Pre-Demolition Survey	\$4,500	
Lead Pre-Demolition Survey	\$2,800	
Please note that the Asbestos Survey includes up to 100 asbestos samples; additional asbestos samples needed to complete the survey will be invoiced at \$10/sample		

PROPOSAL INFORMATION

ECS Proposal Number	53:5244
Scope of Services	Phase I ESA/ Asbestos Survey/ Lead-Based Paint Survey
Location	Crest Hill City Hall - 1610 Plainfield Road, Crest Hill, Illinois
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Don Seeman
Proposal Addressee - Company	City of Crest Hill
INVOICE INFORMATION: Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions	

Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address 1	
Invoice Addressee - Street Address 2	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Client Project/Account/PO Number	
Pay Application Required? (Y/N)	

TERMS AND CONDITIONS

Attached to this proposal and an integral part of our proposal, are our "Terms and Conditions of Service". These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Our insurance carrier requires that we have a signed contract prior to the release of any information. This letter is the agreement for our services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to us.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and City of Crest Hill ("CLIENT").

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readily apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished

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by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, its licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 **CERTIFICATIONS** - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 **INSURANCE** - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are \$10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed \$20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of \$10,000, ECS' total aggregate liability to CLIENT shall not exceed \$50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to \$500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

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19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 **THIRD PARTY CLAIMS EXCLUSION** - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably

specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 **TIME BAR TO LEGAL ACTION** - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 **ASSIGNMENT** - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 **SEVERABILITY** - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 **SURVIVAL** - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendices, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT'S execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT'S acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

53:5244
Ver. 05/30/14

Appendix I: Phase I ESA User Questionnaire

**Environmental Questionnaire for User**

Completion required for conformance with ASTM E 1527-21. Failure to provide this information may preclude CERCLA liability protections for the property purchaser. Please return answered form to ECS.

Site Name: _____

Name and Title of Person Completing Questionnaire (Please Print):

Signature of Person Completing Questionnaire:

Date: _____

Name of Your Company and Your Contact Number (Please Print):

ASTM E 1527-21 indicates that, "Either the user shall make known to the environmental professional the reason why the user wants to have the Phase I Environmental Site Assessment performed or, if the user does not identify the purpose of the Phase I Environmental Site Assessment, the environmental professional shall assume the purpose is to qualify for an LLP to CERCLA liability and state this in the report." As the user of this ESA, what is the reason for conducting the Phase I ESA? If this question is unanswered, ECS will assume that the user's reason for the ESA is to qualify for landowner liability protections to CERCLA liability.

Please state reason for having ESA performed: _____

Will you provide Property Title Records and a Legal Description to ECS?

Please select one: **NO** ☐ **YES** ☐

Will you provide a 50-year chain of title abstract to ECS?

Please select one: **NO** ☐ **YES** ☐

Please Send Information Promptly

(1a.) Environmental liens that are filed or recorded against the site (40 CFR 312.25). ASTM E 1527-21 states that the user should perform a review of recorded land title records and judicial records for environmental liens or activity and use limitations for the site. Please forward the results of the land title record and judicial record review. If you would prefer, ECS can obtain this information from a third party provider for **an additional fee**. Please let ECS know if you would like to contract ECS for this service.

Please select one: **Client to Provide** ☐ **ECS to Provide for Additional Fee** ☐

- (1b.) **Activity and use limitations that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).** Are you aware of any activity and use limitations (AULs), such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?

Please select one:

NO

☐

YES

☐

If yes, please explain:

- (2.) **Specialized knowledge** - As the user of this ESA do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

Please select one:

NO

☐

YES

☐

If yes, please explain:

- (3.) **Commonly known or reasonably ascertainable information about the property (40 CFR 312.30).** Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

- (a.) Do you know the past uses of the property?

Please select one:

NO

☐

YES

☐

If yes, please state uses:

- (b.) Do you know of specific chemicals that are present or once were present at the property?

Please select one:

NO

☐

YES

☐

If yes, please explain:

- (c.) Do you know of spills or other chemical releases that have taken place at the property?

Please select one:

NO

☐

YES

☐

If yes, please explain:

(d.) Do you know of any environmental cleanups that have taken place at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____

(4.) Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29). Does the purchase price being paid for this property reasonably reflect the fair market value of the property?

Please select one: NO ☐ YES ☐

If no, please explain: _____

If you are aware that there is a difference, is the lower purchase price because contamination is known or believed to be present at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____

(5.) Parcel Property Owner(s) & Contact Number(s):

- A. _____
- B. _____
- C. _____
- D. _____

Property Manager and Occupant(s) & Contact Number(s)

Property Manager: _____

Occupant/Tenant: _____

Occupant/Tenant: _____

(6.) The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31). As the user of this ESA, based on your knowledge and experience related to the property, are there any obvious indicators that point to the presence or likely presence of contamination at the property?

Please select one: NO ☐ YES ☐

If yes, please explain: _____



Agenda Memo**Crest Hill, IL**

Meeting Date: 10-16-2023
Submitter: Police Chief Edward Clark
Department: Police Department
Agenda Item: Carillon Lakes Special Event Police Services Request

Summary: Carillon Lakes is requesting to pay for an Officer to help patrol the subdivision during their annual trick or treat event. The city has agreed to this request in years past. The agreement is for one Officer and a patrol vehicle. The event is on October 22, 2023, from 2PM until 4PM.

Recommended Council Action:

Approval of special events police service agreement.

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments:

Police Services agreement.

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement (“Agreement”) is made this 16th day of October 2023 (“Effective Date”), between the CITY OF CREST HILL (“City”), an Illinois Municipal Corporation at 1610 Plainfield Road, Crest Hill, Illinois, and **Carillon Lakes HOA** (“ORGANIZATION”) located at **21325 Carillon Lakes Drive, Crest Hill**, Illinois (collectively, the “Parties”).

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., “the corporate authorities of each municipality may pass and enforce all necessary police ordinances” through its sworn law enforcement officers (each law enforcement officer an “Officer”); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on **Sunday, October 22, 2023 (date) at Carillon Lakes HOA community** (location) from **2pm to 4pm** (time) (“Special Event”); and

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1 CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties (“Services”). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2 Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

1.3 ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and CITY. Officers shall be subject to, and

shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.

1.4 CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.

2. **TERM AND TERMINATION:** This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.
3. **PAYMENT:** In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

One Officer without Vehicle:

Current Overtime Hourly Rate* x Number of Hours +15% Admin Fee = Fees

Ex: \$45.00 x 3 + 15% = \$155.25

One Officer with Vehicle: CLS

Current Overtime Hourly Rate* x Number of Hours +20% Admin Fee = Fees Ex:

\$45.00 x 3 + 20% = \$162.00

*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. **LIABILITY INSURANCE:** As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at least one week prior to Special Event, then CITY may terminate this Agreement immediately and such termination shall not constitute a breach.

5. CITY'S STATUS AS INDEPENDENT CONTRACTOR. ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement Shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. MISCELLANEOUS:
 - 6.1 ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.

 - 6.2 SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

 - 6.3 NO THIRD-PARTY BENEFICIARIES: Nothing in this Agreement is intended

to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.

- 6.4 **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5 **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.
- 6.6 **ENTIRE AGREEMENT; MODIFICATION:** This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.
- 6.7 **SEVERABILITY:** The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

CITY OF CREST HILL

Mayor

Date

Attest:

City Clerk

Date

ORGANIZATION

By: Cindy Smith 10/10/2023
Date

Its: Community Association Manager



Agenda Memo**Crest Hill, IL**

Meeting Date: 10-16-2023
Submitter: Police Chief Edward Clark
Department: Police Department
Agenda Item: Siegel's Cottonwood Farm Special Event Police Services Request

Summary: Kaity Siegel from Siegel's Cottonwood Farm is requesting police services on October 21 & 22, 2023 from 1PM until 6PM. This is for traffic control on Weber Road. This request is for two Officers and two vehicles. This is for the pumpkin event, and we have provided this service in the past.

Recommended Council Action: Approval of Special Event Police Services Agreement.

Financial Impact: None

Funding Source:

Budgeted Amount:

Cost: None

Attachments:

Special Event Police Services Agreement.

EXHIBIT A

SPECIAL EVENT POLICE SERVICES AGREEMENT

This Agreement ("Agreement") is made this 10 day of October 2023 ("Effective Date"), between the CITY OF CREST HILL ("City"), an Illinois Municipal Corporation at 1610 Plainfield Road, Crest Hill, Illinois, and Siegel's Cottonwood Farm ("ORGANIZATION") located at 17850 S. Weber Rd Lockport, Illinois (collectively, the "Parties").

WHEREAS, City is empowered to provide for the health, safety and welfare in the City of Crest Hill; and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-1-1, et seq., "the corporate authorities of each municipality may pass and enforce all necessary police ordinances" through its sworn law enforcement officers (each law enforcement officer an "Officer"); and

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/7-4-8, the police of any municipality may exercise their police power in any adjoining municipality; and

WHEREAS, the ORGANIZATION desires to contract with the CITY to provide law enforcement services and assist in providing for safety, security and order for its event on Oct 21 & 22 (date) at Siegel's Cottonwood Farm (location) from 1pm to 10pm (time) ("Special Event"); and

WHEREAS, City desires to outline the circumstances in which it will allow its Officers to participate in Special Event Policing.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. SERVICES:

1.1. CITY shall assign Officers to Special Events to perform police patrols and law enforcement duties ("Services"). The Services shall only encompass duties and functions customarily rendered by CITY and Officers assigned to ORGANIZATION shall at all times be subject to the control and direction of CITY.

1.2. Each Officer shall dress in the standard law enforcement uniform issued by the CITY, to include all necessary and required accoutrements that are authorized by the CITY and customarily worn by officers, such as a registered firearm, radio, vest, safety equipment, etc.

- 1.3. ORGANIZATION shall not exercise control over Officer's enforcement of laws and Officers shall not enforce any rules and regulations that are not otherwise violations of the law, as determined by Officer and CITY. Officers shall be subject to, and shall abide by, all City and departmental rules and regulations as well as complying with all local, state and federal laws.
- 1.4. CITY may, in its sole discretion, interrupt Officer's Services in the event of emergencies and other exigent circumstances outside the scope of this Agreement. Such interruption or termination of Services shall not be considered a breach of this Agreement. ORGANIZATION shall only be obligated to pay for the amount of time Officer was present at Special Event.
2. TERM AND TERMINATION: This Agreement shall become effective on the Effective Date and shall remain in force until otherwise canceled by the parties. Either Party may terminate this Agreement at any time without cause by providing thirty (30) days prior written notice to the other party. The Chief of Police or Mayor has sole authority to terminate this Agreement on behalf of CITY.
3. PAYMENT: In exchange for Services rendered, ORGANIZATION shall pay fees ("Fees") in the amounts and according to the terms set forth as follows:

One Officer without Vehicle:

Current Overtime Hourly Rate* x Number of Hours +15% Admin Fee = Fees
 Ex: \$45.00 x 3 + 15% = \$155.25

One Officer with Vehicle:

Current Overtime Hourly Rate* x Number of Hours +20% Admin Fee = Fees
 Ex: \$45.00 x 3 + 20% = \$162.00

*Overtime Hourly Rate is set by the current Collective Bargaining Agreement between the City and the Metropolitan Alliance of Police Chapter 15

CITY shall provide ORGANIZATION with a statement of said compensation to be reimbursed within thirty (30) days of the statement. In the event City has to initiate suit to collect payment due under the terms of this Agreement, ORGANIZATION agrees that it shall be responsible for CITY'S attorney fees and court costs.

4. LIABILITY INSURANCE: As a requirement of this Agreement, ORGANIZATION shall add the CITY as an additional insured on its general liability policy with a minimum \$1,000,000 single occurrence limit for the Special Event and provide proof prior to the Special Event. If ORGANIZATION does not provide proof of insurance at

least one week prior to Special Event, then CITY may terminate this Agreement immediately and such termination shall not constitute a breach.

5. CITY'S STATUS AS INDEPENDENT CONTRACTOR. ORGANIZATION and CITY enter into this Agreement at arms' length. CITY at all times shall be considered an independent contractor for all purposes under this Agreement, including the performance of Services. Nothing in this Agreement Shall be deemed or construed to create a joint venture, partnership or employer/employee relationship between the Parties. Neither ORGANIZATION nor CITY shall hold itself out as the representative or agent of the other Party. Neither ORGANIZATION nor CITY has the right and neither shall seek to exercise any control over the other Party, its employees, its Officers or its agents. CITY, its employees, and Officers assigned to the Special Event shall not be deemed employees or joint employees of ORGANIZATION for any purpose. CITY retains the sole right and authority to recruit, hire, promote, discipline, demote, discharge, determine rates of pay for, establish the terms and conditions of employment of, and/or to direct and control the manner in which its employees and Officers discharge their professional and work duties. CITY is responsible for instructing and training its Officers consistent with this Agreement. CITY retains the sole right and authority to decide and direct which Officers it shall assign, at what times, and to which Facilities to provide Services under this Agreement. CITY shall be solely responsible for all employee wages, timesheets, payroll deductions, federal and state taxes, unemployment compensation contributions, social security taxes, and benefits of its employees and Officers. Neither CITY nor its employees, agents or Officers are entitled to receive any benefits, including but not limited to salary, vacation pay, sick leave, retirement benefits, social security, workers' compensation, health, disability, unemployment and stock options that ORGANIZATION may provide to its employees. It is understood that ORGANIZATION will not provide and shall not be responsible for worker's compensation coverage for CITY or any Officer. Responsibility for providing such coverage remains solely with CITY. When rendering Services at the Facilities, Officers act solely as the agents of CITY.

6. MISCELLANEOUS:

- 6.1. ASSIGNMENT OF RIGHTS: This Agreement, or any of the parties' respective rights or obligations hereunder, may not be assigned or transferred, directly or indirectly, by operation of law or otherwise, by either party without the prior written consent of the other party.
- 6.2. SURVIVAL: No termination or expiration of this Agreement shall affect the rights and obligations of the parties accruing prior to the effective date of termination or expiration.

- 6.3. **NO THIRD-PARTY BENEFICIARIES:** Nothing in this Agreement is intended to or shall be deemed to confer any rights upon any person who is not a party hereto, including any Officer.
- 6.4. **NO FIDUCIARY RELATIONSHIP:** Nothing in this Agreement creates any relationship of trust or other fiduciary relationship between the parties hereto, or any Officer.
- 6.5. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, all of which shall be deemed one and the same agreement and shall become effective when each of the parties has signed one or more counterparts.
- 6.6. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement with Exhibits constitutes the entire agreement of the parties and supersedes all prior agreements, negotiations, dealings, and understandings, whether written or oral, between the parties regarding the subject matter hereof. No waivers, amendments, or modifications of this Agreement or any part thereof shall be valid unless in writing signed by both parties. Any non-written waiver of any of the terms and conditions hereof shall not be construed as a general waiver by the CITY and the CITY shall be free to reinstate any such term or condition.
- 6.7. **SEVERABILITY:** The parties each agree that if any provision of this Agreement is or becomes invalid or prohibited under applicable law, such provision shall be ineffective to the extent of any such prohibition without impairing the remaining provisions in any way.

IN WITNESS WHEREOF, the parties through their authorized representatives have executed this Agreement as of the dates written below.

CITY OF CREST HILL

Mayor

Date

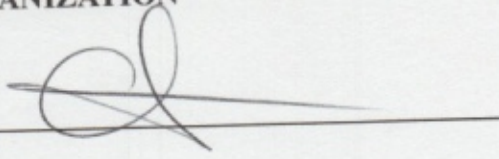
Attest:

City Clerk

Date

ORGANIZATION

By: _____

A handwritten signature in black ink, consisting of a large, stylized 'C' or 'S' shape followed by a horizontal line.

10/10/23

Date

Its: _____

br. manager



City Council Agenda Memo

Crest Hill, IL

Meeting Date:	October 16, 2023
Submitter:	Dave Strahl, Interim Human Resources Representative
Department:	Human Resources
Agenda Item:	Approval of the Collective Bargaining Agreements: City of Crest Hill and Metropolitan Alliance of Police, Chapter 15 (Patrol) City of Crest Hill and Metropolitan Alliance of Police, Chapter 16 (Sergeants)

Summary: Attached is a summary of the changes that have been agreed through the collective bargaining process. The contracts, if approved, would be effective retroactively to May 1, 2022 and expire on April 30, 2027. Employees covered under these contracts will receive any retroactive pay within 45 days of ratification of the contracts.

Recommended Council Action: Approval of the collective bargaining agreements for:

- City of Crest Hill and Metropolitan Alliance of Police, Chapter 15 (Patrol)
- City of Crest Hill and Metropolitan Alliance of Police, Chapter 16 (Sergeants)

Financial Impact:

Funding Source: General Fund. Funds have been earmarked for retroactive payments.

Budgeted Amount:

Cost:

Attachments Summary of the Contract Changes

Police Patrol/Sergeant Contract Summary

1. Term: May 1, 2022 to April 30, 2027
2. Longevity:

Old: 6-12 Yrs - \$299/yr	New: 6-12 Yrs - \$350/Yr
12-18 Yrs - \$598/Yr	12-18 Yrs - \$650/Yr
18+ Yrs - \$897/Yr	18+Yrs - \$950/Yr
3. Court Time Pay (When not on regular workday):

Old: 2 hrs Overtime	New: 3 hrs Overtime
---------------------	---------------------
4. Shift Supervisor Pay:

Old: 2 hrs Pay	New: 4 hrs Pay
----------------	----------------
5. Comp Time Limit:

Old: 60 hrs Cap	New: 80 hrs Cap
-----------------	-----------------
6. Field Training Officer Pay (FTO):

Old: 1 hr Comp time Pay	New: 2 hrs Comp time pay
-------------------------	--------------------------
7. Specialty Position Pay:

Old: Evidence Tech: \$4000/Yr	New: Evidence Tech/Crime Prevention Officer - \$4000
-------------------------------	--
8. Holidays:

Old: 10 holidays	New: 11 holidays (President's Day added)
2.5X pay for Holiday work	2X Pay for Holiday work

Eligibility for Holiday pay is for actual work on the holiday itself
9. Emergency/Bereavement Leave:

Old: 3 days for Bereavement	New: 3 days for Bereavement or Emergency
-----------------------------	--
10. Health Insurance Contributions:

Old: 10% of Employer Cost	New: 12% of Employer Cost at Ratification
	13.5% - 5/1/2024
	15% - 5/1/2025

11. Wages:

Patrol Officers	Previous	3.00%	4.00%	3.50%	3.50%	3.50%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Step 1	\$ 61,914.50	\$ 63,771.94	\$ 66,322.81	\$ 68,644.11	\$ 71,046.65	\$ 72,533.29
Step 2	\$ 70,771.91	\$ 72,895.07	\$ 75,810.87	\$ 78,464.25	\$ 81,210.50	\$ 84,052.87
Step 3	\$ 79,475.38	\$ 81,859.64	\$ 85,134.03	\$ 88,113.72	\$ 91,197.70	\$ 94,389.62
Step 4	\$ 83,543.45	\$ 86,049.75	\$ 89,491.74	\$ 92,623.95	\$ 95,865.79	\$ 99,221.10
Step 5	\$ 86,763.03	\$ 89,365.92	\$ 92,940.56	\$ 96,193.48	\$ 99,560.25	\$ 103,044.86
Step 6	\$ 88,932.07	\$ 91,600.07	\$ 95,264.08	\$ 98,598.32	\$ 102,049.26	\$ 105,620.98
Step 7	\$ 91,155.36	\$ 93,890.07	\$ 97,645.68	\$ 101,063.27	\$ 104,600.49	\$ 108,261.51
Step 8	\$ 93,525.40	\$ 96,237.32	\$ 100,086.81	\$ 103,589.85	\$ 107,215.49	\$ 110,968.04
Investigator	\$ 93,525.40	\$ 100,086.81	\$ 104,090.28	\$ 107,733.44	\$ 111,504.11	\$ 115,406.76

Sergeant	Previous	3.00%	4.00%	3.50%	3.50%	3.50%
	5/1/2021	5/1/2022	5/1/2023	5/1/2024	5/1/2025	5/1/2026
Step 1	\$99,009.63	\$101,979.92	\$106,059.12	\$109,771.18	\$113,613.18	\$117,589.64
Step 2	\$100,669.13	\$103,689.20	\$107,836.77	\$111,611.06	\$115,517.45	\$119,560.56
Step 3	\$102,264.35	\$105,332.28	\$109,545.57	\$113,379.67	\$117,347.96	\$121,455.13

15 Yr Service Step – 2.5% added to applicable step

20 Yr Service Step – 2.5% added to 15 Yr step amount

25 Yr Service Step – 2.5% added to 20 Yr step amount



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

Meeting Date:	October 16, 2023
Submitter:	Lisa Banovetz, Director of Finance / Glen Conklin, Treasurer
Department:	Treasurer's Office
Agenda Item:	Approval of the List of Bills issued through October 17, 2023 in the amount of \$2,955,583.52

Summary: Attached is the List of Bills issued through October 17, 2023 in the amount of \$2,955,583.52.

Recommended Council Action: Approval of the List of Bills issued through October 17, 2023 in the amount of \$2,955,583.52.

Financial Impact:

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

Budgeted Amount:

Cost:

Attachments Approval of List of Bills issued through October 17, 2023 in the amount of \$2,955,583.52.pdf

Report Criteria:

Detail report type printed

[Report]. Check Issue Date = 10/01/2023,10/17/2023

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
16	Action Flag C	35311	CITY HALL FLAGS	07/21/2023	1,535.70	1,535.70	21118	10/17/2023	923	01045400
Total 16:					1,535.70	1,535.70				
26	Aflac	385402	AFLAC 09-2023	09/02/2063	1,303.82	1,303.82	21120	10/17/2023	923	01002439
Total 26:					1,303.82	1,303.82				
40	Nate Albert	September 2	IML REIMBURSEMENT	10/03/2023	183.51	183.51	21179	10/17/2023	923	01015342
Total 40:					183.51	183.51				
46	Republic Ser	0721-007716	SEPTEMBER 2023 RE	09/20/2023	112,556.47	112,556.47	21190	10/17/2023	923	80005300
Total 46:					112,556.47	112,556.47				
82	Aramark	6030206544	UNIFORMS FOR WATE	09/26/2023	21.79	21.79	21126	10/17/2023	923	07065300
		6030206544	UNIFORMS FOR EAST	09/26/2023	37.38	37.38	21126	10/17/2023	923	07085300
		6030206545	UNIFORMS FOR WEST	09/26/2023	30.07	30.07	21126	10/17/2023	923	07085300
		6030208000	UNIFORMS FOR STRE	09/29/2023	100.63	100.63	21126	10/17/2023	923	01035300
		6030208000	UNIFORMS FOR FLEE	09/29/2023	38.07	38.07	21126	10/17/2023	923	01075300
		6030208000	UNIFORMS FOR BUILD	09/29/2023	28.77	28.77	21126	10/17/2023	923	01045300
		6030208000	MATS FOR PUBLIC WO	09/29/2023	50.77	50.77	21126	10/17/2023	923	01045300
		6030208000	RESTROOM SERVICE	09/29/2023	64.50	64.50	21126	10/17/2023	923	01045300
		6030209121	MATS EAST PLANT	10/03/2023	67.99	67.99	21126	10/17/2023	923	01045300
		6030209121	UNIFORMS FOR EAST	10/03/2023	43.58	43.58	21126	10/17/2023	923	07085300
		6030209121	UNIFORMS FOR WATE	10/03/2023	39.52	39.52	21126	10/17/2023	923	07065300
		6030209122	UNIFORMS FOR WEST	10/03/2023	30.07	30.07	21126	10/17/2023	923	07085300
Total 82:					553.14	553.14				
92	Associated T	37544	EMERGENCY LEAK LO	09/19/2023	1,120.00	1,120.00	21127	10/17/2023	923	07065430
Total 92:					1,120.00	1,120.00				
125	Azavar Audit	157288	PLACES FOR EATING	09/30/2023	6,000.00	6,000.00	21128	10/17/2023	923	01105310
Total 125:					6,000.00	6,000.00				
139	Baxter and W	0250843	LAKE MICHIGAN ALLO	09/26/2023	920.00	920.00	21129	10/17/2023	923	07065332
Total 139:					920.00	920.00				
163	BMO Harris	2023 MX 251	SUBPOENA	09/21/2023	40.00	40.00	21130	10/17/2023	923	01025310
Total 163:					40.00	40.00				
171	Brent Hasser	S. Gulden Au	CONSULTING SERVIC	10/01/2023	17,125.00	17,125.00	21131	10/17/2023	923	01105300
		September 2	CONSULTING SERVIC	10/01/2023	2,500.00	2,500.00	21131	10/17/2023	923	01105300
Total 171:					19,625.00	19,625.00				
187	Christopher	186608	DESIGN SERVICES ILL	10/05/2023	1,698.52	1,698.52	21135	10/17/2023	923	05005330

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		186609	THEODORE AT GAYLO	10/05/2023	675.00	675.00	21135	10/17/2023	923	01035300
		186610	DESIGN SERVICES CO	10/05/2023	2,105.00	2,105.00	21135	10/17/2023	923	01035330
	Total 187:				4,478.52	4,478.52				
195	Concentric In	0250841	CONCENTRIC INTEGR	09/26/2023	519.19	519.19	21142	10/17/2023	923	07085301
	Total 195:				519.19	519.19				
215	Carus Corpor	SLS 1010979	POLYPROPYLENE	09/07/2023	16,652.00	16,652.00	21134	10/17/2023	923	07085421
	Total 215:				16,652.00	16,652.00				
287	Ciox Health	0431772163	SUBPOENA	09/20/2023	98.55	98.55	21136	10/17/2023	923	01025310
	Total 287:				98.55	98.55				
291	City of Joliet	956709	FLEET- SEPTEMBER F	10/06/2023	3,622.49	3,622.49	21137	10/17/2023	923	01075410
		956709	FLEET- SEPTEMBER F	10/06/2023	4,447.96	4,447.96	21137	10/17/2023	923	01075410
		956709	FLEET- SEPTEMBER F	10/06/2023	239.89	239.89	21137	10/17/2023	923	01075410
	Total 291:				8,310.34	8,310.34				
323	ComEd 6121	September 2	ELECTIC 1306-1/2 HAR	09/22/2023	23.34	23.34	21140	10/17/2023	923	07075353
	Total 323:				23.34	23.34				
324	ComEd 7379	September 2	ELECTRIC - 0 ROOT B	09/22/2023	23.34	23.34	21141	10/17/2023	923	07075353
	Total 324:				23.34	23.34				
400	D&I Electroni	378513	ALARM CITY CENTER	10/01/2023	197.97	197.97	21146	10/17/2023	923	13007311
	Total 400:				197.97	197.97				
408	D Constructio	2300147.01	MFT STREET PATCHIN	10/04/2023	231,543.62	231,543.62	21145	10/17/2023	923	05007640
	Total 408:				231,543.62	231,543.62				
450	Scott Dyke	September 2	IML REIMBURSEMENT	10/02/2023	336.76	336.76	21194	10/17/2023	923	01015342
	Total 450:				336.76	336.76				
451	Dynegy 6531	September 2	WELL #4 ELECTRIC	09/27/2023	1,757.69	1,757.69	21157	10/17/2023	923	07065353
	Total 451:				1,757.69	1,757.69				
452	Dynegy 1619	September 2	EAST PLANT ELECTRI	09/27/2023	10,358.24	10,358.24	21152	10/17/2023	923	07085353
	Total 452:				10,358.24	10,358.24				
453	Dynegy 5315	September 2	WEST PLANT ELECTRI	09/27/2023	8,081.55	8,081.55	21155	10/17/2023	923	07085353
	Total 453:				8,081.55	8,081.55				
454	Dynegy 0499	September 2	WELL #11 ELECTRIC	09/27/2023	2,590.33	2,590.33	21149	10/17/2023	923	07065353

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 454:					2,590.33	2,590.33				
455	Dynegy 0803	September 2	WELL #10 ELECTRIC	09/27/2023	3,097.38	3,097.38	21151	10/17/2023	923	07065353
Total 455:					3,097.38	3,097.38				
457	Dynegy 2019	September 2	WELL #12 ELECTRIC	09/27/2023	3,288.99	3,288.99	21153	10/17/2023	923	07065353
Total 457:					3,288.99	3,288.99				
458	Dynegy 4243	September 2	WELL #7 ELECTRIC	09/27/2023	1,418.04	1,418.04	21154	10/17/2023	923	07065353
Total 458:					1,418.04	1,418.04				
459	Dynegy 5379	September 2	WELL #8 ELECTRIC	09/27/2023	1,988.19	1,988.19	21156	10/17/2023	923	07065353
Total 459:					1,988.19	1,988.19				
461	Dynegy 0793	September 2	WELL #1 ELECTRIC	09/27/2023	2,315.51	2,315.51	21150	10/17/2023	923	07065353
Total 461:					2,315.51	2,315.51				
498	Environment	94574054	ANNUAL GIS SOFTWA	10/02/2023	596.00	596.00	21158	10/17/2023	923	07065301
		94574054	ANNUAL GIS SOFTWA	10/02/2023	596.00	596.00	21158	10/17/2023	923	07075301
		94574054	ANNUAL GIS SOFTWA	10/02/2023	596.00	596.00	21158	10/17/2023	923	07085301
		94574054	ANNUAL GIS SOFTWA	10/02/2023	596.00	596.00	21158	10/17/2023	923	01065301
Total 498:					2,384.00	2,384.00				
518	Experian	CD24060301	OCTOBER 2023 MONT	09/29/2023	27.00	27.00	21159	10/17/2023	923	01025310
Total 518:					27.00	27.00				
549	Fleet Safety	81686	FLEET- UNIT #8 EMER	09/28/2023	668.84	668.84	21160	10/17/2023	923	01075400
		81687	FLEET- UNIT #9 EMER	09/28/2023	654.23	654.23	21160	10/17/2023	923	01075400
Total 549:					1,323.07	1,323.07				
583	Gasvoda & A	INV23SVC07	STATEVILLE FLOW ME	10/04/2023	458.20	458.20	21161	10/17/2023	923	07065300
Total 583:					458.20	458.20				
585	Claudia Gaza	September 2	IML REIMBURSEMENT	10/10/2023	342.07	342.07	21138	10/17/2023	923	01015342
Total 585:					342.07	342.07				
610	Grainger	9851454216	REPLACEMENT WATE	09/26/2023	383.25	383.25	21162	10/17/2023	923	01045400
Total 610:					383.25	383.25				
640	Hawkins Inc	6562178	EAST PLANT CHEMICA	08/21/2023	4,515.82	4,515.82	21163	10/17/2023	923	07085421
		6571958	EAST PLANT CHEMICA	09/06/2023	2,353.09	2,353.09	21163	10/17/2023	923	07085421
		6579809	CHLORINE CYLINDAR	09/15/2023	320.00	320.00	21163	10/17/2023	923	07085421
		6583994	EAST PLANT CHEMICA	09/19/2023	260.42	260.42	21163	10/17/2023	923	07085421
		6583995	EAST PLANT CHEMICA	09/19/2023	2,338.28	2,338.28	21163	10/17/2023	923	07085421
		6593217	EAST PLANT SUPPLIE	10/02/2023	759.00	759.00	21163	10/17/2023	923	07085420

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 640:					10,546.61	10,546.61				
644	Core & Main	T595644	METERS	09/22/2023	129,870.00	129,870.00	21143	10/17/2023	923	07095470
		T648458	METERS AND SUPPLI	09/26/2023	822.36	822.36	21143	10/17/2023	923	07095470
Total 644:					130,692.36	130,692.36				
846	Kimball Midw	101448155	GLOVES	09/15/2023	698.20	698.20	21167	10/17/2023	923	07085344
Total 846:					698.20	698.20				
849	Kirwan Mech	i75086	EAST PLANT HEATER	10/09/2023	793.00	793.00	21168	10/17/2023	923	07085366
		i75215	HVAC INSPECTIONS R	10/04/2023	10,210.00	10,210.00	21168	10/17/2023	923	13007311
Total 849:					11,003.00	11,003.00				
958	Meade, Inc.	705579	RESET TRAFFIC SIGN	08/09/2023	2,093.90	2,093.90	21174	10/17/2023	923	01035300
		705881	TRAFFIC SIGNAL MAIN	09/30/2023	200.00	200.00	21174	10/17/2023	923	01035300
		705881	TRAFFIC SIGNAL MAIN	09/30/2023	200.00	200.00	21174	10/17/2023	923	01035300
		705881	TRAFFIC SIGNAL MAIN	09/30/2023	200.00	200.00	21174	10/17/2023	923	01035300
Total 958:					2,693.90	2,693.90				
961	Menards	59768	BUILDING MAINTENAN	09/19/2023	107.94	107.94	21175	10/17/2023	923	01045400
		59819	BUILDING MAINTENAN	09/20/2023	47.98	47.98	21175	10/17/2023	923	01045400
		59825	PW SUPPLIES	09/20/2023	139.16	139.16	21175	10/17/2023	923	01035400
		59849	BUILDING MAINTENAN	09/20/2023	94.88	94.88	21175	10/17/2023	923	01045400
Total 961:					389.96	389.96				
963	Menards	58103	BUILDING MAINTENAN	09/20/2023	71.96	71.96	21176	10/17/2023	923	01045400
Total 963:					71.96	71.96				
973	Microbac Lab	C23005370	DRINKING WATER TES	10/03/2023	577.50	577.50	21177	10/17/2023	923	07065306
		C23005461	QUARTERLY LAND AP	10/05/2023	592.25	592.25	21177	10/17/2023	923	07085306
Total 973:					1,169.75	1,169.75				
986	Allegra Joliet	127845	BUSINESS CARDS LIS	09/18/2023	82.05	82.05	21123	10/17/2023	923	01125401
		127845	BUSINESS CARDS GL	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS DO	09/18/2023	82.05	82.05	21123	10/17/2023	923	01165401
		127845	BUSINESS CARDS ZO	09/18/2023	82.05	82.05	21123	10/17/2023	923	01165401
		127845	BUSINESS CARDS SH	09/18/2023	82.05	82.05	21123	10/17/2023	923	01165401
		127845	BUSINESS CARDS TE	09/18/2023	82.05	82.05	21123	10/17/2023	923	01165401
		127845	BUSINESS CARDS ST	09/18/2023	82.05	82.05	21123	10/17/2023	923	01165401
		127845	BUSINESS CARDS RE	09/18/2023	82.05	82.05	21123	10/17/2023	923	01125401
		127845	BUSINESS CARDS JO	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS SC	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS CL	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS DA	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS TIN	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS MA	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS NA	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	BUSINESS CARDS JO	09/18/2023	82.05	82.05	21123	10/17/2023	923	01105401
		127845	CUSTOMER DISCOUN	09/18/2023	157.92-	157.92-	21123	10/17/2023	923	01105321

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		127845	SHIPPING	09/18/2023	150.00	150.00	21123	10/17/2023	923	01105321
		128197	RIBBON CUTTING INVI	10/04/2023	145.44	145.44	21123	10/17/2023	923	01108001
Total 986:					1,450.32	1,450.32				
991	MOE Fringe	November 20	NOVEMBER 2023 MOE	10/01/2023	2,814.00	2,814.00	374	10/01/2023	923	01024200
		November 20	NOVEMBER 2023 MOE	10/01/2023	8,931.60	8,931.60	374	10/01/2023	923	01034200
		November 20	NOVEMBER 2023 MOE	10/01/2023	3,960.00	3,960.00	374	10/01/2023	923	01044200
		November 20	NOVEMBER 2023 MOE	10/01/2023	3,467.00	3,467.00	374	10/01/2023	923	01074200
		November 20	NOVEMBER 2023 MOE	10/01/2023	2,251.20	2,251.20	374	10/01/2023	923	01114200
		November 20	NOVEMBER 2023 MOE	10/01/2023	461.50	461.50	374	10/01/2023	923	01124200
		November 20	NOVEMBER 2023 MOE	10/01/2023	1,846.00	1,846.00	374	10/01/2023	923	01164200
		November 20	NOVEMBER 2023 MOE	10/01/2023	5,222.30	5,222.30	374	10/01/2023	923	07064200
		November 20	NOVEMBER 2023 MOE	10/01/2023	3,155.70	3,155.70	374	10/01/2023	923	07074200
		November 20	NOVEMBER 2023 MOE	10/01/2023	5,864.00	5,864.00	374	10/01/2023	923	07084200
		November 20	NOVEMBER 2023 MOE	10/01/2023	5,762.70	5,762.70	374	10/01/2023	923	07094200
Total 991:					43,736.00	43,736.00				
1017	Municipal Sy	MS 2023-09-	MONTHLY INVOICE	09/30/2023	1,200.00	1,200.00	21178	10/17/2023	923	01025300
Total 1017:					1,200.00	1,200.00				
1061	Nicor 43-23-2	September 2	CITY HALL NICOR	10/02/2023	161.60	161.60	21182	10/17/2023	923	01105350
Total 1061:					161.60	161.60				
1065	Nicor 95-25-4	September 2	WELL #1 NICOR	10/02/2023	169.55	169.55	21184	10/17/2023	923	07065350
Total 1065:					169.55	169.55				
1067	Nicor 89-80-1	September 2	EAST PLANT NICOR	10/02/2023	343.83	343.83	21183	10/17/2023	923	07085350
Total 1067:					343.83	343.83				
1081	Tina Oberlin	September 2	IML REIMBURSEMENT	10/03/2023	147.28	147.28	21204	10/17/2023	923	01015342
Total 1081:					147.28	147.28				
1174	PreCise MR	IN200-10447	PRECISE GPS SUBSC	09/29/2023	306.00	306.00	21185	10/17/2023	923	01035300
Total 1174:					306.00	306.00				
1207	Rapid Lands	24877	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24878	VEGETATION CUTTIN	09/21/2023	300.00	300.00	21187	10/17/2023	923	01165300
		24879	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24880	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24881	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24882	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24883	VEGETATION CUTTIN	09/21/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24905	VEGETATION CUTTIN	09/26/2023	300.00	300.00	21187	10/17/2023	923	01165300
		24906	VEGETATION CUTTIN	09/26/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24907	VEGETATION CUTTIN	09/26/2023	80.00	80.00	21187	10/17/2023	923	01165300
		24908	VEGETATION CUTTIN	09/26/2023	300.00	300.00	21187	10/17/2023	923	01165300
		25127	VEGETATION CUTTIN	10/05/2023	80.00	80.00	21187	10/17/2023	923	01165300
		25128	VEGETATION CUTTIN	10/05/2023	80.00	80.00	21187	10/17/2023	923	01165300
		25129	VEGETATION CUTTIN	10/05/2023	160.00	160.00	21187	10/17/2023	923	01165300

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		25130	VEGETATION CUTTIN	10/05/2023	110.00	110.00	21187	10/17/2023	923	01165300
	Total 1207:				1,970.00	1,970.00				
1237	Robinson En	23090279	CE PLAINFIELD RD W	09/19/2023	3,251.50	3,251.50	21192	10/17/2023	923	12007602
		23090280	CE PLAINFIELD RD W	09/20/2023	4,667.25	4,667.25	21192	10/17/2023	923	12007602
		23090305	CE PAINFIELD RD WM	09/20/2023	14,778.00	14,778.00	21192	10/17/2023	923	12007602
		23090343	CE PLAINFIELD RD W	09/25/2023	11,036.75	11,036.75	21192	10/17/2023	923	12007602
		23090411	CE PLAINFIELD RD W	09/26/2023	12,705.50	12,705.50	21192	10/17/2023	923	12007602
	Total 1237:				46,439.00	46,439.00				
1243	Ray OHerron	2296942	UNIFORM EQUIPMENT	09/26/2023	7.49	7.49	21188	10/17/2023	923	01025344
		2296960	UNIFORM EMBROIDER	09/26/2023	47.00	47.00	21188	10/17/2023	923	01025344
		2297390	BADGE AND PATCHES	09/27/2023	96.36	96.36	21188	10/17/2023	923	01025344
		2297393	WINTER JACKET	09/27/2023	270.00	270.00	21188	10/17/2023	923	01025344
		2298334	UNIFORM	10/02/2023	309.73	309.73	21188	10/17/2023	923	01025344
		2299270	UNIFORM EQUIPMENT	10/06/2023	967.99	967.99	21188	10/17/2023	923	01025344
		2299620	UNIFORM	10/09/2023	322.77	322.77	21188	10/17/2023	923	01025344
	Total 1243:				2,021.34	2,021.34				
1283	SEECO Con	19356	QUALITY CONTROL TE	08/31/2023	1,970.00	1,970.00	21195	10/17/2023	923	35007631
		19357	WEST PLANT MATERI	08/31/2023	7,219.00	7,219.00	21195	10/17/2023	923	35007512
	Total 1283:				9,189.00	9,189.00				
1289	Service Indus	136752	HOSES AND FITTINGS	09/29/2023	398.00	398.00	21196	10/17/2023	923	07085366
	Total 1289:				398.00	398.00				
1295	Shaw Media	0923100852	PROJECT ADVERTISM	09/30/2023	460.00	460.00	21197	10/17/2023	923	01035330
	Total 1295:				460.00	460.00				
1297	Sheridan Plu	9835 Pay Ap	US 30 LINING SHERID	09/30/2023	1,179,384.74	1,179,384.74	21198	10/17/2023	923	12007620
	Total 1297:				1,179,384.74	1,179,384.74				
1302	Shorewood H	01-384504	CITY SERVICES- 14 IN	09/27/2023	128.97	128.97	21200	10/17/2023	923	01035400
	Total 1302:				128.97	128.97				
1326	Ray Soliman	October 2023	MONTHLY GAS MILEA	10/01/2023	50.00	50.00	21189	10/17/2023	923	01015342
	Total 1326:				50.00	50.00				
1351	Stage Right	23400	CITY COUNCIL MEETI	09/23/2023	200.00	200.00	21201	10/17/2023	923	01105300
		23400	CITY COUNCIL MEETI	09/23/2023	200.00	200.00	21201	10/17/2023	923	01105300
	Total 1351:				400.00	400.00				
1379	Suburban La	218328	DRINKING WATER TES	09/29/2023	6,068.40	6,068.40	21202	10/17/2023	923	07065306
		218529	NPDES LAB	09/29/2023	2,955.27	2,955.27	21202	10/17/2023	923	07085306
	Total 1379:				9,023.67	9,023.67				

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
1392	SWAHM	October 2023	SWAHM 10-2023	10/01/2023	95,099.22	95,099.22	375	10/01/2023	923	01002438
Total 1392:					95,099.22	95,099.22				
1425	Third Millenni	30468	PRINTING AND FOLDI	09/26/2023	7,824.39	7,824.39	21203	10/17/2023	923	01105321
Total 1425:					7,824.39	7,824.39				
1452	TransUnion	306605-2023	PERSON SEARCH SEP	10/01/2023	80.60	80.60	21205	10/17/2023	923	01025310
Total 1452:					80.60	80.60				
1502	Underground	062642-01	VALVE & CURB BOX C	10/02/2023	495.00	495.00	21206	10/17/2023	923	07065430
Total 1502:					495.00	495.00				
1508	United Meter	4335	METER AND MXU INST	09/26/2023	6,025.00	6,025.00	21207	10/17/2023	923	07095470
		4343	METER AND MXU INST	10/06/2023	18,090.00	18,090.00	21207	10/17/2023	923	07095470
Total 1508:					24,115.00	24,115.00				
1521	USABlueBoo	INV0013993	WATER LEAK DETECT	09/20/2023	4,017.39	4,017.39	21208	10/17/2023	923	01035400
Total 1521:					4,017.39	4,017.39				
1554	John Vershay	Reimbursem	JOHN VERSHAY FLOW	10/02/2023	49.99	49.99	21166	10/17/2023	923	01015400
Total 1554:					49.99	49.99				
1589	Wescom	20231106	WESCOM DISPATCH S	10/01/2023	25,574.84	25,574.84	21210	10/17/2023	923	01025307
Total 1589:					25,574.84	25,574.84				
1605	Will County R	Aug 2023 Wa	MUNICIPAL LIENS/REL	09/01/2023	364.00	364.00	21212	10/17/2023	923	01115325
		July 2023 Wa	MUNICIPAL LIENS/REL	08/01/2023	676.00	676.00	21212	10/17/2023	923	01115325
Total 1605:					1,040.00	1,040.00				
1610	Williams Brot	8 23 553 14	WBCI PAY APP 14	10/03/2023	810,652.02	810,652.02	21213	10/17/2023	923	35007631
Total 1610:					810,652.02	810,652.02				
1631	Wrecks Auto	71787	FLEET- UNIT #9 QUAR	09/22/2023	1,323.75	1,323.75	21214	10/17/2023	923	01075400
Total 1631:					1,323.75	1,323.75				
1632	Warehouse D	5583694-0	PAPER TOWELS	10/02/2023	321.90	321.90	21209	10/17/2023	923	01045400
		5583694-0	SOAP	10/02/2023	345.38	345.38	21209	10/17/2023	923	01045400
Total 1632:					667.28	667.28				
1638	Wunderlich D	206009	GATE REPAIR EAST PL	10/05/2023	380.00	380.00	21215	10/17/2023	923	07085366
Total 1638:					380.00	380.00				
1694	Nicor 13-03-7	September 2	PW NICOR	10/02/2023	207.54	207.54	21181	10/17/2023	923	01035351

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 1694:					207.54	207.54				
1744	Cosgrove Co	104509	DOORS	09/20/2023	2,500.00	2,500.00	21144	10/17/2023	923	13007311
		104509	INSTALL LOCKS	09/20/2023	2,375.00	2,375.00	21144	10/17/2023	923	13007311
		104509	INSTALL WINDOWS IN	09/20/2023	6,400.00	6,400.00	21144	10/17/2023	923	13007311
		104509	INSULATION IN COUN	09/20/2023	1,640.00	1,640.00	21144	10/17/2023	923	13007311
Total 1744:					12,915.00	12,915.00				
1746	Western First	75523	AED ELROSE	05/12/2023	1,749.89	1,749.89	21211	10/17/2023	923	01045400
		b103961	EYE WASH STATION E	04/21/2023	544.00	544.00	21211	10/17/2023	923	01045300
Total 1746:					2,293.89	2,293.89				
1749	AEP Energy	3013134305	STREET LIGHTS - 1 TH	10/10/2023	987.26	987.26	21119	10/17/2023	923	01035351
Total 1749:					987.26	987.26				
1778	Konica Minolt	9009545591	MONTHLY COPIER MAI	09/14/2023	282.93	282.93	21169	10/17/2023	923	01065301
Total 1778:					282.93	282.93				
1795	Konica Minolt	511328643	KONICA COPY MACHI	09/19/2023	436.00	436.00	21170	10/17/2023	923	01065301
Total 1795:					436.00	436.00				
1853	Buckeye Pow	PSV343092	WELL 7 GEN MAINT	09/27/2023	1,102.50	1,102.50	21133	10/17/2023	923	07065300
Total 1853:					1,102.50	1,102.50				
1903	Ryan LLC	809754	PROFESSIONAL SERV	10/04/2023	131.25	131.25	21193	10/17/2023	923	01105312
		809779	PROFESSIONAL SERV	10/04/2023	4,567.50	4,567.50	21193	10/17/2023	923	41005312
Total 1903:					4,698.75	4,698.75				
1909	SHI Internati	B17392832	ANNUAL SUBSCRIPTI	09/21/2023	29.10	29.10	21199	10/17/2023	923	01065301
Total 1909:					29.10	29.10				
1934	Lakeside Co	CH-100223	LAKESIDE CONSULTA	10/02/2023	42.00	42.00	21171	10/17/2023	923	01165300
Total 1934:					42.00	42.00				
1950	Pure Water P	1532053	PAPER STATEMENT F	09/08/2023	3.00	3.00	21186	10/17/2023	923	01035343
		1543620	EAST PLANT WATER	09/25/2023	68.00	68.00	21186	10/17/2023	923	07085343
Total 1950:					71.00	71.00				
1952	Airy's Inc	28207	MAIN BREAK ON MAR	10/03/2023	16,823.62	16,823.62	21121	10/17/2023	923	07065430
Total 1952:					16,823.62	16,823.62				
1953	Amazon Capi	14YC-TXDW	OFFICE SUPPLIES	10/06/2023	59.34	59.34	21124	10/17/2023	923	01125401
		197V-HRLJ-	OFFICE SUPPLIES	09/30/2023	39.92	39.92	21124	10/17/2023	923	01025401
		1H6Q-3RQR	FLEET- COMPRESSED	10/02/2023	2,367.01	2,367.01	21124	10/17/2023	923	01075400
		1J71-CVV6-	OFFICE SUPPLIES	10/04/2023	33.99	33.99	21124	10/17/2023	923	01025401

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
		1JGK-F3QY-	SHARPIE PENS	09/30/2023	16.79	16.79	21124	10/17/2023	923	01105401
		1JGK-F3QY-	AIR FRESHNER FOR O	09/30/2023	7.31	7.31	21124	10/17/2023	923	01105401
		1JGK-F3QY-	HIGHLIGHTERS	09/30/2023	5.27	5.27	21124	10/17/2023	923	01105401
		1JGK-F3QY-	CERTIFIATE PAPER	09/30/2023	83.60	83.60	21124	10/17/2023	923	01105401
		1JTM-LDPQ	TIME CARDS	10/07/2023	6.99	6.99	21124	10/17/2023	923	01035401
		1JTM-LDPQ	LABELS FOR TIME CA	10/07/2023	6.88	6.88	21124	10/17/2023	923	01035401
		1KV1-6N67-	HDMI CABLES	10/02/2023	17.45	17.45	21124	10/17/2023	923	01035401
		1LXK-36MQ	FLATWARE FOR PLAN	10/06/2023	44.88	44.88	21124	10/17/2023	923	01035400
		1P6V-MDYN	STORAGE CLIPBOARD	10/05/2023	22.55	22.55	21124	10/17/2023	923	01165401
		1P6V-MDYN	CHISEL TIP MARKERS	10/05/2023	4.44	4.44	21124	10/17/2023	923	01165401
		1TMK-JQJQ	SUCTION CUP HOOKS	10/05/2023	4.99	4.99	21124	10/17/2023	923	01165401
		1TMK-JQJQ	ENGINEER SCALE	10/05/2023	6.26	6.26	21124	10/17/2023	923	01165401
		1TMK-JQJQ	ARCHITECT SCALE	10/05/2023	6.26	6.26	21124	10/17/2023	923	01165401
		13JD-L914-N	BOOTS FOR JON PELL	09/29/2023	139.22	139.22	21124	10/17/2023	923	01035344
		13TC-W7PK-	COOLERS FOR CITY E	10/02/2023	296.67	296.67	21124	10/17/2023	923	01045400
		19MK-VV14-	PAPER GOOD FOR OP	09/28/2023	117.93	117.93	21124	10/17/2023	923	01108001
		1C3C-GXLG-	PAPER GOODS FOR O	09/24/2023	125.36	125.36	21124	10/17/2023	923	01108001
		1L11-JHQN-	HR LAPTOP CORD	10/09/2023	17.89	17.89	21124	10/17/2023	923	01065400
		1P61-H6PD-	RECHARGABLE BATTE	10/04/2023	23.98	23.98	21124	10/17/2023	923	07065401
		1T9L-WCQW	OFFICE SUPPLIES	10/10/2023	37.50	37.50	21124	10/17/2023	923	01025401
Total 1953:					3,492.48	3,492.48				
1962	Darrell Jeffer	September 2	IML REIUMBURSEMEN	10/02/2023	187.55	187.55	21147	10/17/2023	923	01015342
Total 1962:					187.55	187.55				
1965	Mark Cipiti	September 2	IML REIMBURSEMENT	10/02/2023	204.00	204.00	21173	10/17/2023	923	01015342
Total 1965:					204.00	204.00				
1977	AIS Inc	84419	IT BLK HRS	10/06/2023	15,000.00	15,000.00	21122	10/17/2023	923	01065301
		84420	DATA SERVICES	10/06/2023	2,020.00	2,020.00	21122	10/17/2023	923	01065301
Total 1977:					17,020.00	17,020.00				
1984	Nicholas Har	September 2	REIMBURSE TRAVEL	10/04/2023	63.77	63.77	21180	10/17/2023	923	07085343
		September 2	REIMBURSE TRAVEL	10/04/2023	116.58	116.58	21180	10/17/2023	923	07085341
Total 1984:					180.35	180.35				
1999	Local 150 Ap	L150.33	BRANDON MATUSAK	07/11/2023	4,060.00	4,060.00	21172	10/17/2023	923	01035341
Total 1999:					4,060.00	4,060.00				
2024	Comcast Bus	182801046	COMCAST MONTHLY	09/15/2023	7,980.85	7,980.85	21139	10/17/2023	923	01065301
Total 2024:					7,980.85	7,980.85				
2032	Robert Half	62629019	TEMPORARY EMPLOY	10/02/2023	2,711.20	2,711.20	21191	10/17/2023	923	01105300
		62664535	TEMPORARY EMPLOY	10/10/2023	2,643.42	2,643.42	21191	10/17/2023	923	01105300
Total 2032:					5,354.62	5,354.62				
2035	ILCMA	4781	EMPLOYMENT POSTIN	10/03/2023	50.00	50.00	21164	10/17/2023	923	01105321

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Total 2035:					50.00	50.00				
2041	Anderson Lo	1129604	WIRELESS LOCKS CIT	09/13/2023	525.00	525.00	21125	10/17/2023	923	13007311
Total 2041:					525.00	525.00				
2042	Briano Fenci	Reimburse	INCOMPLETE CONTR	10/02/2023	100.00	100.00	21132	10/17/2023	923	01003210
Total 2042:					100.00	100.00				
2043	Donald E. Mo	September 2	REVIEW & INSPECTIO	09/30/2023	5,000.00	5,000.00	21148	10/17/2023	923	01165300
Total 2043:					5,000.00	5,000.00				
2044	Joe Kubal	September 2	IML REIMBURSEMENT	10/02/2023	139.78	139.78	21165	10/17/2023	923	01015342
Total 2044:					139.78	139.78				
Grand Totals:					2,955,583.52	2,955,583.52				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 10/01/2023,10/17/2023