

Regular City Council Meeting Crest Hill, IL August 05, 2024 7:00 PM Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

Opening of Meeting:

Pledge of Allegiance

Roll Call

Minutes:

- 1. Approve the Minutes from the Work Session Held on July 8, 2024
- 2. Approve the Minutes from the Regular Meeting Held on July 15, 2024
- 3. Approve the Minutes from the Work Session Held on July 29, 2024

City Attorney:

City Administrator:

- <u>4.</u> Approve a Resolution Approving a Master Services Agreement for Recruitment and Selections of a City Administrator by and Between the City of Crest Hill, Will County, Illinois and GovHRUSA
- 5. Approve a Resolution Approving a Master Services Agreement for Phase 1 Internal Control Review Services by and between the City of Crest Hill, Will County, IL and Sikich, LLC for an Amount not to Exceed \$7,500.00
- 6. Local 150, AFL-CIO: Clothing Allowance/Economic Benefits Grievance Settlement Agreement (Executive Session Item)
- 7. Local 150, AFL-CIO: Memorandum of Understanding Article XXVII UNIFORMS (Executive Session Item)

Public Works Department:

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

City Engineer:

- 8. Approve a Resolution Approving an Intergovernmental Agreement between the City of Crest Hill and Lockport Township Park District for Cost-Sharing Regarding the Design, Construction, Annual Maintenance, and Annual Events at the City of Crest Hill City Center and Park
- 9. Approve a Resolution Approving Amendment No. 1 to the September 21, 2022 Agreement for Design and Bidding -Related Services for Well 14 by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an Amended Contract Amount of \$112,000.00
- 10. Approval to Authorize City Staff to Coordinate the City's Completion of the Four School District Conditions required to Complete the Dedication of North Center Street Right-of-Way and a Five-Foot-Wide Public Utility Easement Along the West Edge of North Center Street Adjacent to the School District Property

Community Development:

- 11. Approve a Resolution Approving a Permit Fee Waiver Request from the Lockport Township Park District for the Crest Hill Memorial Park Revitalization Project
- 12. Approve an Ordinance Denying the Application of Marian Patkowski for the Rezoning of the Property Located at 1817 North Broadway Street in Crest Hill, IL, from R-1 Single-Family Residence District to R-2 Two-Family Residence District
- <u>13.</u> Approve a Resolution Approving a Cost Sharing Agreement by and between the City of Crest Hill, Will County, IL and Midwest Industrial Funds, Inc.

Police Department:

- <u>14.</u> Approve a Special Events Police Service Agreement with the American Italian Culture Society
- 15. Approve and Ordinance Amending Sections 5.68.020 (Towing Firm Application Procedures) 5.68.030 (Towing Firm Equipment and Facilities Requirements) and 5.68.040 (Towing Firm Performance Requirements) of Chapter 5.68 (Towing Companies) of Title 5 (Business Licenses and Regulations)
- <u>16.</u> Approve a Resolution Approving the Application of Todd's Towing & Recovery to the City of Crest Hill Police Department Towing Company Rotation

Mayor's Report:

City Clerk's Report:

<u>17.</u> Approve an Application for a Movie Night for Loch Ln – Pat Rowe

City Treasurer's Report:

- 18. Approval of the List of Bills Issued through August 6, 2024, in the Amount of \$1,689,900.33
- 19. Regular and Overtime Payroll from July 1, 2024 to July 14, 2024 in the Amount of \$516,015.34

Unfinished Business:

New Business:

Committee/Liaison Reports:

City Council Comments:

Public Comment:

Executive Session: If Called by Council for a Good Cause

20. 5ILCS 120/2 (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 probate or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. (Executive Session)

Adjourn:

MINUTES OF THE WORK SESSION CITY COUNCIL OF CREST HILL WILL COUNTY, ILLINOIS July 8, 2024

The July 8, 2024, the 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, Alderwoman Jennifer Methvin, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Nate Albert, Alderman Joe Kubal.

Also Present were: Interim Administrator Tony Graff, City Engineer Ron Wiedeman, Interim Finance Director Carron Johnson, Interim Human Resource Manager Dave Strahl, Interim Community Development Director Ron Mentzer, Attorney Alex Boyd.

Absent were: Interim Public Works Director Mike Eulitz, Police Chief Ed Clark, Interim City Planner Maura Rigoni, City Attorney Mike Stiff.

TOPIC: Approval of Amended Agenda

Mayor Soliman commented that there was an error in the agenda, which was a duplicate agenda item on number nine and ten. The agenda was amended, and everyone was notified. Mayor Soliman then commented that he needed a motion for the amended agenda.

(#1) Motion by Alderperson Oberlin seconded by Alderwoman Gazal for the Approval of the Amended Agenda as stated for July 8, 2024.

Alderman Dyke asked if it was all right to do this since it was after the forty-eight-hour notice. Clerk Vershay-Hall commented that it is all right if two-thirds of the Council agree to it. Alderman Cipiti asked if this amendment was just removing a duplication. Clerk Vershay-Hall commented that one item was added and to remove the duplication. Alderman Cipiti commented that he did not think an addition can be made the day of the meeting. Attorney Alex Boyd commented that this was discussed before the meeting and if two-thirds of the Council approves the agenda before acting on it then it is okay. Alderwoman Gazal asked if she wanted to add something to the agenda at the last minute that it would be fine if she has the vote. Attorney Boyd commented that it is possible if it is this type of scenario.

Alderman Cipiti commented that he is concerned when an addition is made on the same day of the meeting since he is not checking his email all the time, he wouldn't know there was an addition. Attorney Boyd commented that this is exactly why they do a motion and vote prior to acting on the agenda so the Council can vote if they want that or not. If the Council does not reach a two-thirds majority vote on the additional item on the agenda, then the previous agenda would remain, and the additional item will not be discussed or voted on.

On roll call, the vote was:

AYES: Ald. Dyke, Methvin, Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal. NAYES: None. ABSENT: None. There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

TOPIC: Liquor License – 20631 W. Renwick Road (Jitterhead Brunch LLC)

Mayor Soliman commented that Jitterhead Brunch LLC located at 20631 W. Renwick Road has been approved for a Class H restaurant liquor license. The owner is Megan Diaz and they met on June 28, 2024, and everything was in order for the license which is Mayor's Choice.

Megan approached the podium and introduced herself. She commented that she owns and operates the restaurant with her husband, Jose Diaz. They will be having breakfast and lunch. They also make specialty coffees and would like to start making cocktails and beer with the liquor license added. They are open every day from 7:00 a.m. until 3:30 p.m. They will also have private events in the side room that has a separate entrance. These events will be baby showers, bridal showers, birthday parties, and any small events.

Alderman Cipiti asked what type of liquor they would be selling. Megan commented that beer since they have a draft system, Mimosas, Bloody Mary's, and a few breakfast cocktails.

Treasurer Conklin asked if they have registered for the Places for Eating Tax. Megan responded stating they are registered.

Alderwoman Gazal congratulated Jitterheads Brunch and commented that their Facebook is amazing and very professional looking.

TOPIC: Old City Hall Phase 2 Study Results

City Engineer Ron Wiedeman commented that Phase I was completed and it identified four locations that needed additional underground testing.

- A gasoline release incident was reported in 2002 following the removal of a 2,000-gallon underground storage tank located in the Police Department parking lot.
- At the site of an existing 10,000-gallon underground storage tank located at the existing east side loading docks.
- Since the property was used as a bottling plant from 1947-1976 an additional assessment was needed to determine if there was any presence of chlorinated solvents detected on site.
- Since the site was used as an automotive maintenance shop for the city additional assessment was needed to determine if there was any presence of vehicular fluids or hydraulic fluids.

Phase 2 included the following:

- Collection of thirteen samples of soil from ten boring locations.
- They drilled ten borings to a depth of twenty feet.

- Installation of One (1) temporary ground water monitoring well installed behind the building in the old Police Department driveway.
- Installation of four (4) soil/gas sample collection points at a depth of three (3) feet.

Engineer Wiedeman commented that all samples taken were sent to a certified lab to be analyzed for Volatile Organic compounds, Polynuclear Aromatics, Semi-Volatile Organic Compounds, Metals, Lead, and PH levels and the levels were at nothing to be worried about and simple fixes.

Alderman Cipiti asked if this study was just to do with the ground and nothing to do with the building and was told that was correct.

Alderwoman Gazal asked who handles this from this point on. Engineer Wiedeman commented that this should be handled by the developer. She then asked if the developer was aware of this. Interim Community Development Director Ron Mentzer commented that the developer is aware of the study but does not have a copy of it and they will not be provided a copy until we have an executed contract which would be presented to the Council at the next meeting.

Interim City Administrator Anton Graff commented that there is due diligence in the contract and part of the due diligence is that we must disclose this by law.

TOPIC: Reza's Auto Repair – Flagpole Variation Fee Refund Request

Interim Community Development Director Ron Mentzer commented that last September Reza Auto Repair applied for a setback variance for a flagpole on their property which is commercially zoned and by the fee schedule a variation required a \$1,000.00 application fee, which was paid by Reza Auto Repair. The owner had submitted a written request to the city stating that the \$1,000.00 variance fee be waived or reduced since it was for the flagpole. The Council had discussed this at a work session meeting and had directed staff and attorney to adjust the fee schedule to institute a new fee schedule for a flagpole and that revised fee schedule was adopted in December of 2023. The new fee is \$250.00 for a commercial setback variance for a flagpole. Interim Director Mentzer requested a motion to authorize staff to issue the \$750.00 flagpole refund to Reza Auto Repair.

Alderman Cipiti commented that he feels we should waive all fees for a veteran who wants to put a flag on their property. Alderwoman Methvin commented that she would support that as well.

Mayor Soliman asked for an informal vote to refund Reza Auto Repair \$750.00 for the flagpole variation application.

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

Mayor Soliman asked for an informal vote to waive a flagpole variance fee for any veteran applying.

Alderperson Oberlin commented that she is not comfortable making a split decision on something without discussing it. Alderman Albert agreed and would like to see a copy of the current ordinance.

Mayor Soliman asked Interim Director Mentzer if he could have this on a future work session.

TOPIC: Plan Commission Zoning Variation Recommendation for Protection Bollards at 2378 Plainfield Road Property

Administrative Clerk Zoe Gates commented that this is a variation recommendation for protection bollards at 2378 Plainfield Road. The applicant is Amitoj Singh Mehta, and he is a dentist, and the location is the dental office. Mr. Mehta received a permit to install bollards around the Plainfield Roadside of the property. This property has been hit by a vehicle and in the past that property was hit by a vehicle twice before Mr. Mehta owned the property. Mr. Mehta would like to place the bollards along the Caton Farm Roadside of the building and that side of the building is within five feet of the property line and that distance from the property line does not fit the zoning ordinance. Mr. Mehta is asking for this variation to get closer than what is normally allowed to the property line.

Administrative Clerk Gates commented that the Plan Commission did approve this variation unanimously on July 27, 2024.

Alderperson Oberlin commented that having the bollards so close to the road causes her some concern since there are so many accidents there and if someone veers off just a little, they will hit a bollard.

Administrative Clerk Gates commented that the city engineer reviewed the drawings and went onsite to check and make sure the bollards would not be in the clear zone for Caton Farm Road and it was decided they will not be in the clear zone.

Plan Commission Chair Bill Thomas commented that there is a curb along Caton Farm Road.

Alderman Albert commented that he would not even classify the bollards as being fencelike, but this is for safety and an easy decision.

Mayor Soliman asked for an informal vote to approve the variation for the bollards at 2378 Plainfield Road.

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

TOPIC: Plan Commission Zoning Variation Recommendation on MIF Planned Unit Development Special Use Permit and Zoning Variation Requests for Lot 17 in the Crest Hill Industrial Park Interim Community Development Director Ron Mentzer commented that at the May 13 Work Session meeting this proposed project was presented and their request is for a development cost sharing agreement and the Council was receptive to both of those proposals. This has gone to the Plan Commission where a Public Hearing was held for the request of two variations and a special use request. The two variation requests are for a reduced front yard setback at the southern edge of Advantage Drive reducing the setback from thirty feet that is normally required to fifteen feet and the second setback was a variation for pavement parking lot along the south rear property line adjacent to a retention facility reducing setback from the required five feet to zero feet. This is all in relationship to a 150,000 square foot speculative industrial warehouse office building that MIF is proposing to build on lot seventeen in the Crest Hill Industrial Park. MIF is also the developer of the 577,000 square foot warehouse that is similar in design and currently under construction.

Interim Director Mentzer commented that the Plan Commission held the Public Hearing, and the Plan Commission recommended a unanimous conditional approval of the special use permit and zoning variations.

Alderman Jefferson commented that he is concerned about the width of the roadway if trucks are going through there and wonders if that will be wide enough and safe enough for passing. Interim Director Mentzer commented that the way it was designed meets general standards for this type of development and this is another justification for this variance.

Patrick Swisczc, the Development Manager for Midwest Industrial Funds approached the podium and introduced himself. He commented that the roadway on the west is dedicated for trucks and the width is thirty feet and the Crest Hill code requires twenty-four feet and after assessing the traffic turns there is enough roadway for two trucks and trailers making turns and passing each other. The western road will be dedicated for trucks and all vehicular traffic, and pedestrians will be using the eastern drive isle. He commented that they are trying to avoid mixing trucks and vehicles which is why they have three access points.

Alderwoman Methvin asked if it has been looked at how it will affect traffic on Weber Road. Patrick commented that the traffic study was done to accommodate all the developments in the business park including the projections for the thirty-seven-acre development next door and there will be enough capacity for the roadway system.

Steve Gulden, a consultant for MIF, commented that a good aspect for a smaller building gives potential manufacturing which would bring higher paying jobs and less trucks since it is a smaller building.

Mayor Soliman asked for an informal vote for a Variation recommendation on MIF Planned Unit Development Special Use Permit and Zoning Variation Requests for Lot 17 in the Crest Hill Industrial Park.

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

<u>TOPIC: Cost Sharing Agreement Midwest Industrial Funds Lot 17 – Crest Hill</u> <u>Business Park</u>

Interim Community Development Director Ron Mentzer commented that on the May 13th Work Session Meeting the Council had a discussion regarding the proposed development and cost sharing agreement.

The developer is proposing a \$125,000.00 contribution that the city would be able to use towards the design/development/implementation of roadway improvements that the city felt was necessary to implement for the plan adopting for that community. There is a provision of the agreement that allows the Council to potentially reduce that \$125,000.00 contribution should MIF be able to negotiate a type of access/easement across the TLC property to allow traffic generated by this project to exit onto Lidice Parkway.

There is also a reduction in the city utility tap-on fees of 50%. The standard requirement would be \$44,000.00 for their site and this would be reduced to \$22,000.00.

Mayor Soliman asked for comments from the Council and there were none.

Mayor Soliman asked for an informal vote for the approval of the cost sharing agreement between Midwest Industrial Funds and the City of Crest Hill for Lot 17 in Crest Hill Business Park.

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

TOPIC: Proposed City Council Policy for Processing Plan Commission Recommendations

Interim Community Development Director Ron Mentzer commented that there is no clear policy direction of what Plan Commission recommendations will go forward to the City Council for consideration and discussion at a work session meeting. He commented that no matter how simple the recommendation is it would go to a work session meeting for discussion and to the Council for final discussion and doing it this way can create additional work and slow the process down.

Interim Director Mentzer recommended a new proposed policy that all Plan Commission recommendations involving preliminary Planned Unit Development, Special Use Permit and all zoning administration appeal applications, regardless of the Plan Commission recommendation would have to come to the City Council Work Session Meeting for discussion prior to being on a Council Meeting agenda for final approval. He then commented any other recommendation that comes out of the Plan Commission with a unanimous vote would go straight to a Council meeting for final approval and skip a work session meeting.

This does not prevent the Council from hearing about the case, it just provides for a system that expedites cases smoother and quicker.

The process was further explained from start to finish once the application was submitted. More complex projects will be brought to the Work Session Meeting for discussion before going to the Council for final approval. Such as larger projects, Special Use, Planned Unit Development, and any appeals. He then gave an example of how the two cases on the agenda tonight were Plan Commission cases the one was the bollard case which was unanimously recommended and could have went straight to the Council saving time but on the other hand the Planned Unit Development for MIF request was a unanimous recommendation but because of the complexity and it being a Planned Unit Development it would still have needed to go to a Work Session Meeting for discussion before going on a City Council agenda for final approval.

Alderwoman Methvin commented that it is a streamlining of the process so we do not have to do it twice if it is something that will typically be passed.

Mayor Soliman commented that in the past Plan Commission Meetings were on the second Wednesday of the month and they would go to the next Council Meeting, which was five days later, for a vote and this worked out well. If there were controversy items, then it was all aired at a Council meeting. It was then moved to the first Monday of the month so that it could go to a work session if needed before going to the Council for approval.

Alderman Albert commented that he does not like surprises, and they were not getting the packets for Plan Commission until about three or four months ago. He then commented that he wants to know why the Plan Commission packets are not online like the City Council packets are.

Alderwoman Gazal commented that she is not comfortable with this process and would still like the recommendations to come through a work session, she does not want surprises.

Alderman Cipiti commented that he still wants all recommendations no matter how the Plan Commission yotes, to come through the Council for discussion.

Alderperson Oberlin commented that she does not understand why it is so difficult to get the minutes and outcome to the Council by the next Work Session Meeting.

City Clerk Christine Vershay-Hall commented that the Plan Commission Meeting is on the Thursday of each month and then there is just Friday to complete the minutes and the Council meeting is then that following Monday and there is really no time to type the minutes.

Alderwoman Methvin asked if there has been negative feedback from business owners about the length of the process. Interim Director Mentzer commented that the type of feedback is usually the applicant asking how many more weeks and how many more meetings they must attend.

Clerk Vershay-Hall commented that there is no work session meeting in between the Plan Commission meeting and the regular Council meeting since the Plan Commission meeting is on the second Thursday of the month. She also commented that the Court Reporter requires two weeks before submitting the city their transcript of the meeting.

Bill Thomas, Plan Commission Chair, approached the podium and commented that the meeting date was just changed from the second Wednesday to the second Thursday of the

month. He then commented that he never has seen when the Council did not have the Plan Commission minutes and stated that they do a great job.

Alderman Albert commented that he is disappointed that the Plan Commission had to cancel the meeting and have a special meeting because there was not enough Commissioners to conduct the meeting, which slows down the process, as well.

Bill Thomas commented that he apologized to both applicants at the beginning of the meeting for having to reschedule the Public Hearing. He also commented that we had a commissioner retire and if anyone knew someone who would like to join the Plan Commission and fill the vacant spot that would be great. He also commented that he will talk to the Commissioners and explain that cannot ever happen again.

Alderperson Oberlin commented that she understands both sides of the situation, but she would like to know who will be determining what is controversial and what is not controversial and needs to go to the Council since there has been lack of transparency in the past.

Mayor Soliman asked for an informal vote to approve the recommended policy process for the Plan Commission recommendations.

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

Mayor Soliman commented that this will be on the agenda Monday, July 15, 2024.

Alderman Albert commented that he would like to see the Plan Commission packets on Municode.

Clerk Vershay-Hall commented that the minutes are not in the packet for tonight's meeting.

Alderwoman Gazal commented that she does not understand why no one respects what the Clerk's Office manages and there are only two employees in the Clerk's Office.

Clerk Vershay-Hall commented that she would love to see the Plan Commission packets on Municode, but they would need to have a computer/laptop to view the packets.

Alderperson Oberlin asked why the Plan Commissioners would get a laptop and the Council does not get that. Clerk Vershay-Hall commented that tablets are harder to read plats and maps and she feels that everyone should have a laptop and not a tablet. Alderman Cipiti commented that the tablets are not hard to read, you can blow the font up if needed.

Alderperson Oberlin commented that they will be viewing the same thing the Commissioners will be viewing and they have tablets. Clerk Vershay-Hall commented that the Council needed to keep in mind that even though they have tablets, four Council members still request a paper copy of the packet.

Bill Thomas commented that they have talked about this before and the Plan Commission would like to go electronic, and they are fine with going on Municode.

Interim Community Development Director Ron Mentzer commented that the lot owned by a family at the northwest corner of Caton Farm Road and Plum Street are interested in annexing their lot into the City of Crest Hill. They would like to build their family home on the property. In 1991 the City adopted an approved resolution that requires before any properties are annexed into the City of Crest Hill and located in the Plainfield Fire Protection District that they would need to apply for that property to be disconnected from the Plainfield Fire Protection District and then apply to the Lockport Fire Protection District.

Interim Director Mentzer commented that no one at city hall was aware of this resolution and the Lockport Fire District Protection pointed this out to the city and we then notified the property owner that they would need to comply with the resolution and all that is needed is to apply. The owner had applied, and the Plainfield Fire Protection District had denied the disconnect of their property and Lockport Fire Protection District stated that they still need to apply to Lockport even if Plainfield denied the disconnect.

The applicant stated they would take more steps other than applying and hire an attorney and file a lawsuit to compel Plainfield Fire Protection District to allow them out of their district. The applicant is just wanting to build their home.

It was stated that the property owner does not want to pay the city's \$5,000.00 annexation application fee if the City Council is going to say you must do more than what is in the resolution. Interim Director Mentzer commented that he was looking for clarification from the Council on this so the property owner can make an informed decision if they will apply and pay the \$5,000.00 application fee.

Alderperson Oberlin asked if we could amend the resolution to be more precise since it is our resolution. Interim Director Mentzer commented that we can amend the resolution. She also commented that we need to do whatever we can to help the property owner.

Attorney Alex Boyd commented that the resolution states they need to apply for annexation and the property owners have met every burden they needed to and to take it further it is just a resolution and not a binding ordinance. The resolution also states that it shall be the policy of the Crest Hill City Council and Plan Commission and not necessarily a requirement just a policy and the board can waive the policy however they see fit. He also commented that the property owners have fulfilled their duties as the resolution stands.

The Fire Protection Districts are meeting on July 11, 2024. Mayor Soliman asked if Interim Director Mentzer could update us on what they decided at the next meeting if they came to some type of agreement.

TOPIC: Potential Organization Chart and City Code Revisions to Reflect Current Community Development Staffing and Operational Responsibilities

Interim Community Development Director Ron Mentzer commented that this is informational and stated that the city staff has been working doing a thorough review of the city code to identify sections and provisions that either refer to staff positions that no longer exist and/or allocate responsibilities to individuals and/or departments in a manner that is consistent in how the city operates. He commented that he wanted to make aware that over the next several months you will see a variety of these types of code amendments being brought to the City Council.

TOPIC: Employee Manual Review & Revisions

Interim Human Resources Manager Dave Strahl commented that he had put together some items primarily for clarifications of policies and modifications for current trends and consistency. These are:

<u>DRIVER'S LICENSE</u> – Adding language that the city will periodically perform driver's license confirmation check to make sure the license is valid.

<u>ANTI-NEPOTISM</u> – Adding language to clarify regarding immediate family members working in the same department.

<u>APPOINTMENTS</u> – Suggesting that we modify that the City Council direction on appointments be focused on the management level and not the individual positions such as building inspectors, or clerical positions. The ordinance will need to be amended if this is approved.

Alderwoman Gazal and Alderperson Oberlin do not think this should be modified because of the series of missteps that have happened in the past.

<u>COMPENSATORY TIME OFF</u> - Adding language that a supervisor must approve the additional work time past the normal time.

Alderman Cipiti asked how the compensatory time is recorded in the system. Interim Manager Strahl commented that the payroll system tracks the time logged and used. The problem here is the employee is logging overtime/compensatory time without supervisor approval and with this new language one would have supervisor and employee approval before it is worked.

Alderman Cipiti asked if it is required for the compensatory time taken to be used within the time period it is earned. Interim Manager Strahl commented that you cannot limit the use of the compensatory time to be within the same payroll. Alderman Cipiti asked who says that the compensatory time cannot be used within that payroll. Union Attorney John Kelly commented that the United States Department of Labor states that and they oversee compensatory time rules relative to the use of compensatory time. Alderman Cipiti then asked if an organization can decide how compensatory time is used. Attorney Kelly said you can but there are specific guidelines as to when you could deny the use of compensatory time and there is nothing in the rules or statute that speaks to a mandatory use during the same period of time. Alderman Cipiti commented that not mandate it but we, the city, could. Attorney Kelly commented that you cannot, it is a federal law that you can give greater benefits than what the law states, but you cannot give less. Attorney Kelly continued to explain that compensatory time is a creation of overtime, effectively overtime but only taken in time off as opposed to pay and you are under those rules. There are certain employees who are not covered by overtime requirements and their employer will allow those employees to take time off when they work past their regular work hours, and these employers may call it compensatory time, but it is not compensatory time.

Alderwoman Methvin asked if there is a minimum requirement for time being requested before it can be taken off. Attorney Kelly commented that that is a policy decision per employer.

Treasurer Conklin commented that compensatory time is just a conversion of overtime hours. He then commented that if the employee is made to take it in the same pay period you could have an employee earn compensatory time on the last day of the pay period.

Interim Manager Strahl commented that if you require people to use the compensatory time in the same period it is earned you would have an operational issue and would be creating more of a challenge keeping operations running smoothly.

Alderperson Oberlin asked who determines if they receive compensatory time or overtime. Interim Manager Strahl commented that it is up to the employee. Interim Administrator Graff commented as it is written now, it is the employees' option to take monetary compensation or compensatory time compensation for overtime worked and all Interim Manager Strahl is doing is adding another layer of supervision over overtime.

Interim Administrator Graff commented that every quarter an employee is allowed to collect up to sixty hours and after that it automatically switches to monetary. He then commented that under the Federal Labor Act it is the employee's choice how they would like to receive the overtime worked.

<u>CALL BACK</u> - Adding language that states the individual employees not covered under the Collective Bargaining Agreement should not fall under the Collective Bargaining Agreement Call Back language. The individuals not falling under the agreement should be paid on an hour-for-hour basis for overtime.

Alderwoman Gazal commented that we have paid someone like a union employee for fifteen years that is not a union employee.

Alderman Jefferson asked if there was a payroll clerk that oversees this. Interim Finance Director Carron Johnson commented that there is a payroll individual but there needs to be more oversight. She also commented that she has told her staff that if they need to work overtime, they will need to inform her the morning of and not at 4:25 p.m. She also stated that more attention needs to be given when reviewing timecards and feels we need to be comparing what the payroll system states compared to the timecard and this is her intent to start doing.

Treasurer Conklin commented that Interim Director Johnson has noticed a lack of control in the Payroll Department and has been working on suggestions on how we can oversee this.

Alderwoman Gazal asked if staff are clocking in and out when they go to lunch. Interim Administrator Graff commented that staff clock in and out when going to lunch. Clerk Vershay-Hall asked when her staff attends the Plan Commission Meetings and the Council Meetings afterhours, does she have to preapprove them for these meetings. She was told she will need to have documentation before attending the meetings and ask the employee if they want compensatory time or overtime.

<u>POLITICAL ACTIVITY</u> – Added language that an employee may not use their position or represent themselves as an employee of the city to influence or recommend any political candidate or cause.

<u>VACATION</u> – Added a carryover vacation request form, since vacation time can be carried over if necessary. There was a policy stating that you can carry-over vacation time in the handbook but no standard form.

<u>EMERGENCY/BEREAVEMENT</u> – There is language regarding three-day emergency time off and three-day bereavement time if needed and they are combined but Interim Manager Strahl commented that it concerned him that they were mixed. The new language would clarify what that time would be. He commented that an emergency should be treated different then bereavement.

Alderperson Oberlin asked if the three days are per year. Interim Manager Strahl commented that per event, since you can have more than one death and more than one emergency as well, but the new policy would clarify that. She then asked what if someone comes monthly with an emergency event. Interim Manager Strahl commented that we would need more documentation to clarify the emergency.

<u>MILITARY LEAVE</u> – Added language stating any military leave must be requested through providing written orders detailing the length of the deployment for training for the city to keep paying the employee wages while deployed.

<u>TUITION REIMBURSEMENT</u> – Added language that if the city approves the course, they are not obligated to approve a course of study for the future. This is on a case-by-case basis and a course-by-course basis and if there is no money they are not obligated to fund the class.

Alderperson Oberlin asked for further discussion on this topic since in the past we have been in lawsuits over this because employees think this is a training ground here and we pay for their education and then they leave with no ramifications.

Interim Manager Strahl commented that this policy mirrors what is in the Collective Bargaining Agreement. Alderwoman Gazal commented that she is tired of hearing that we must match what the union does, there is a reason some employees are not in the union.

Interim Manager Strahl commented that he understands but tuition reimbursement is more of a benefit for the employee in terms of working here or somewhere else.

Alderwoman Methvin commented that most employers have a cap on this per year.

<u>TECHNOLOGY RESOURCE POLICY</u> – Added more information regarding the use of city provided technology and this added information was run by the I.T. advisors and were told this was a good change from an operational standpoint and would help them as well.

Alderwoman Gazal commented that this will stop the google searches and shopping. Interim Manager Strahl commented that this policy spells out that there is no privacy if doing this and if we do a search and find the employee is not actually working there will be potential discipline. He also commented that the employee will need to sign off on this policy that they have read and understand the policy.

Alderperson Oberlin would like employees to sign on a yearly basis.

<u>EMPLOYEE TRANSFER POLICY</u> – This was an added policy that the Council approved an employee transfer placement policy this past fall and this is just codifying this in the personnel manual.

<u>MEAL REIMBURSEMENT</u> – There are terms that are being used interchangeably that do not mean the same thing regarding meal reimbursement and per diem. This language is being added to clarify meal reimbursement. This will also be included in a separate discussion with tuition reimbursement.

Alderman Jefferson asked if we could add in the political activity section that an employee should not be wearing their city issued uniform while doing any political campaigning. It was stated that could be added.

TOPIC: Honorary Street Sign

Mayor Soliman commented that he would like to have an honorary street sign after a couple of individuals. He also commented that he purposely left the names of the individuals off the memo, since many know them, and he would like to keep it a secret at this time, since it will be a surprise to them at an event. This would be a brown honorary street sign located at Root Street and Crestwood Drive.

Many Council members are having a problem with keeping the names secret and asked if we should go into executive session to discuss this.

Mayor Soliman commented that these people ran the organization at Crestwood and Root Street for forty-five years and he was at a party last week and a request was made to the mayor asking to change the street of Crestwood to their name. Mayor Soliman informed the person requesting this that it is not in the policy and could not be done since the street names are only named after mayors. Mayor Soliman then suggested that we put up a brown honorary street sign, which is just ceremonial, at the intersection of Crestwood Drive and Root Street leading into the facilities with the two individuals' names on that sign. The price for this sign is \$58.54.

Mayor Soliman asked for the Council's concurrence. He then commented that he would give them the sign at their party in August and have it placed on the telephone pole above the Crestwood Street sign.

Alderwoman Gazal commented that she would like to go into executive session, since they are voting on something that does not have a name. Interim Administrator Graff commented that he does not believe we can go into executive session for the naming of a street. He then commented that we should have a policy discussion regarding this since in the future you could have someone wanting to do this and keep it a secret from the person.

The policy discussion should be regarding how a mayor can make ceremonial/honorary street signs that would go to a committee or the City Council.

Many Council members were not comfortable taking a vote on something they do not know the names of the individuals.

Alderman Dyke commented that the honorary sign for George Mikan that was on Broadway Street is missing and he contacted the Public Works Director and asked him if they knew where the sign was and he was told it is long gone. Alderman Dyke asked if we should get a replacement sign for George Mikan.

Alderperson Oberlin commented that this will open an entire issue and more people wanting to honor people in the city.

Mayor Soliman took the request off the table. He commented that if we did this it would open more and then we would have a picking and choosing issue.

Alderman Dyke asked if we could do an honorary sign for Alderman John Vershay since he is the longest to serve the City of Crest Hill in history of forty-five years and feel he deserves a sign.

Alderman Albert commented that he agrees with Alderman Dyke, but we need to produce a policy first.

Alderwoman Methvin asked if we could do a key to the city to honor these people for their commitment.

PUBLIC COMMENT:

Linda Dyke, a resident, commented that she had done an honorary street sign for a pastor of a church in the City of Joliet. She then commented that it took her ten months to follow the process and if they would like to see the paperwork, she has it.

MAYOR'S UPDATES:

There were no mayor updates.

CITY ADMINISTRATOR UPDATES:

Interim Administrator Tony Graff commented that he wanted the Council to think about the location of the monument sign and if it should be on a pillar or a different location. He also commented that we received a price of \$3,600.00 to install.

Interim Director Graff commented that we still do not have applicants for the Public Works Director position. He then commented that he received the proposal from GovHR, and they would charge \$7,000.00 to do the professional outreach.

Interim Director Graff also commented that the City Administrator proposal came on Saturday, and it was \$25,000.00 with a \$1,000.00 discount, for a total of \$24,000.00 and

we need to have further discussion in the executive session on this topic. It was discussed to place this item on the next agenda.

COMMITTEE/LIAISON UPDATES:

Alderman Dyke commented that he had given everyone documents about fraud, and someone will be coming to discuss this with them.

Alderman Dyke also commented that in the year of 2023, he noticed how much money we have spent on coffee and how it is continually rising, and he wondered how Council would like to discuss the coffee expense, since it was \$4,000.00 last year.

Mayor Soliman asked for a motion to go into executive session on 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(11).

(#1) Motion by Alderwoman Gazal seconded by Alderman Cipiti, to go into an executive session on 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(11).
On roll call, the vote was:
AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Albert, Kubal, Dyke, Methvin.
NAYES: None.
ABSENT: None.
There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

Executive Session 9:39 p.m.

(#2) Motion by Alderperson Oberlin seconded by Alderwoman Gazal to reconvene from the executive session on 5 ILCS 120/2(c)(1) and 5 ILCS 120/2(c)(11).
On roll call, the vote was:
AYES: Ald. Cipiti, Albert, Kubal, Dyke, Methvin, Jefferson, Gazal, Oberlin.
NAYES: None.
ABSENT: None.
There being eight (8) affirmative votes, the <u>MOTION CARRIED</u>.

Reconvened at 10:32 p.m.

There being no further business before the Council, and no action needed from the executive session, the meeting is adjourned.

The meeting was adjourned at 10:33 p.m.

Approved this _____ day of _____, 2024. 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 July 15, 2024

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

The Pledge of Allegiance was recited in unison.

Roll call indicated the following present: Mayor Raymond Soliman, City Treasurer Glen Conklin, Alderman Scott Dyke, Alderwoman Jennifer Methvin, Alderman Darrell Jefferson, Alderwoman Claudia Gazal, Alderperson Tina Oberlin, Alderman Mark Cipiti, Alderman Joe Kubal.

Also present were: Interim City Administrator Tony Graff, Police Chief Ed Clark, Interim Director of Finance Carron Johnson, City Engineer Ron Wiedeman, Interim Public Works Director Mike Eulitz, Interim Director of Community Development Ron Mentzer, Interim Human Resource Manager Dave Strahl, City Attorney Mike Stiff, Deputy Clerk Karen Kozerka.

Absent were: City Clerk Christine Vershay-Hall, Alderman Nate Albert, Interim City Planner Maura Rigoni, Building Commissioner Don Seeman.

Mayor Soliman excused Alderman Albert from tonight's meeting.

Mayor Soliman announced that there is a good chance of severe weather this evening and if the weather gets severe, we will stop the meeting and head to the basement to be in a safer place.

<u>APPROVAL OF MINUTES</u>: Mayor Soliman presented the minutes from the Regular Meeting held on July 1, 2024, for Council approval per the memo dated July 15, 2024.

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

On roll call, the vote was: AYES: Ald. Kubal, Cipiti, Oberlin, Gazal, Jefferson, Methvin, Dyke. NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>.

<u>CITY ATTORNEY</u>: City Attorney Mike Stiff requested to Approve a Resolution Approving a Forensic Consulting Services Agreement by and between the City of Crest Hill, Will County, Illinois and Sikich, LLC per the memo dated July 15, 2024. This is for personnel matters that were discussed in the executive session previously.

Alderwoman Gazal commented that the majority of the Council is conservative about spending taxpayer money, but it is important to hire this company for the transparency of the city.

Alderman Dyke asked if there would be a limit placed on the amount we would spend with this company. Attorney Stiff commented that this agreement is for a representative to come and speak to the Council in an executive session to see what is needed and if a decision is made to go forward there will be a resolution with more detailed parameters.

(#2) Motion by Alderwoman Gazal seconded by Alderperson Oberlin, to Approve a Resolution Approving a Forensic Consulting Services Agreement by and between the City of Crest Hill, Will County, Illinois and Sikich, LLC per the memo dated July 15, 2024. On roll call, the vote was: AYES: Ald. Cipiti, Kubal, Dyke, Methvin, Jefferson, Gazal, Oberlin.

NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>.

Resolution #1244

<u>CITY ADMINISTRATOR</u>: Interim Administrator Tony Graff gave a brief update regarding updates on an investment group that has entered into a purchase contract for .67-acre site located at the northwest corner of Plainfield Road and Gaylord Road that is unincorporated. They are interested in annexing Crest Hill and developing property with a drive through coffee facility called Scooter Coffee or a small multi-tenant commercial building.

He also gave more updates regarding his memo.

- GPWC had their first Board Meeting on July 2, 2024, and all six board members were in attendance.

- There is a continued discussion relating to the utility and infrastructure assessment with the Department of Corrections regarding Stateville Correctional Center.
- Interim Administrator Graff then gave an update on the job announcements.
 - Public Works Director GovHR is doing professional outreach.
 - Community Development Director Further discussion in an executive session meeting.
 - HR Manager This was posted on July 12, 2024.
 - The Public Works Maintenance Civil Service list has been created with hopes we will be able to hire two more candidates.
- Public Works crew will continue to maintain the Old City Hall landscaping and clean-up.

- Mosquito spraying is still ongoing.
- The monument sign at Weber Road and McGilvery has been installed and the lighting along the landscaping still needs to be completed.
- More information and photographs to come regarding the new City Hall mounted wall plaque.
- The Water Meter Replacement Project is coming along and there is approximately sixty meters left to replace. This will still generate overtime since it is our crew replacing these and getting the project done by the target date of September.
- There was nothing new to report with the West Sanitary Sewer Treatment Project.
- There was nothing new on the Crime Lab to report.
- White Oak Library is holding a Fall Festival on September 29, 2024, and they will be using our parking lot for the overflow of parking.
- The Police Department is looking to move the National Night Out to Neighbors Night Out on September 4, 2024.

Interim City Administrator Tony Graff requested Approval of an Agreement for Professional Outreach Recruitment Services by GovHR/MGT for the Purposes of Recruiting a Director of Public Works per the memo dated July 15, 2024. The cost of this is \$7,000.00.

(#3) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve an Agreement for Professional Outreach Recruitment Services by GovHR/MGT for the Purposes of Recruiting a Director of Public Works per the memo dated July 15, 2024. On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert.

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

Interim City Administrator Tony Graff requested Approval for the City Administrator Recruitment Services by GovHR USA per the memo dated July 15, 2024.

Alderwoman Gazal commented that Steve Gulden left in October, and we took a long time to even post this position hopefully we will not wait this long this time. She also commented that we have a solution, but the mayor refuses to go along with the Council.

She then commented that if we cannot have a permanent candidate from GovHr, can we have an interim from GovHR? Mayor Soliman commented that we have an interim now. Alderwoman Gazal commented that she is not going to discuss this in a public session, but the majority of the Council wants a change.

Alderman Dyke commented that he does not feel someone will want to come here for a few months with an election coming up and he does not feel we should spend the money on this, and we should wait until after the election to spend the time and money on this recruitment process.

Mayor Soliman commented that he agrees with Alderman Dyke. Mayor Soliman also commented that he believes with the timeline before us of ten months to go, it would be best to wait.

(#4) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, for Approval for the City Administrator Recruitment Services by GovHR USA up to the amount of \$24,000.00 per the memo dated July 15, 2024.

On roll call, the vote was:

AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Kubal, Methvin.

NAYES: Ald. Dyke.

ABSENT: Ald. Albert.

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

Alderwoman Gazal commented that she reached out to Interim Administrator Graff on Friday when she heard that a few upper management employees had heard about the union representative coming to a meeting and she stated that the interim administrator had said that he heard the rumbling. She then commented that she googled the word rumbling and the meaning of that is hearing a rumor. She also commented that she believes that it is very unprofessional and feels the administrator should have reached out and shared with the Council the 'rumbling' so they are prepared and not embarrassed. Interim Administrator Graff commented that a rumor is not factual in nature, and he was unsure if it was true or untrue.

<u>PUBLIC WORKS DEPARTMENT</u>: Interim Public Works Director Mike Eulitz requested Approval of Pay Request #18 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$969,193.95 per the memo dated July 15, 2024. This covers work from June 1, 2024, through June 30, 2024.

(#5) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, for Approval of Pay Request #18 from Vissering Construction Inc. with Direction to Send it to the IEPA for Approval and Disbursement for a Total Amount of \$969,193.95 per the memo dated July 15, 2024.

On roll call, the vote was: AYES: Ald. Oberlin, Cipiti, Kubal, Dyke, Methvin, Jefferson, Gazal. NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the MOTION CARRIED.

Alderwoman Gazal commented that she would like to look into getting the rain barrel contract back since the last administrator overlooked it.

<u>CITY ENGINEER</u>: City Engineer Ron Wiedeman requested to Approve a Resolution Approving an Agreement for Public Works Facility Rear Yard Re-Grading Improvement by and between the City of Crest Hill, Will County, Illinois and Austin Tyler Construction, Inc. for an amount of \$92,665.00 per the memo dated July 15, 2024.

(#6) Motion by Alderwoman Gazal seconded by Alderperson Oberlin, to Approve a Resolution Approving an Agreement for Public Works Facility Rear Yard Re-Grading Improvement by and between the City of Crest Hill, Will County, Illinois and Austin Tyler Construction, Inc. for an amount of \$92,665.00 per the memo dated July 15, 2024. On roll call, the vote was:

AYES: Ald. Dyke, Methvin, Jefferson, Gazal, Oberlin, Cipiti, Kubal. NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>. Resolution #1245

<u>ECONOMIC DEVELOPMENT DEPARTMENT</u>: Interim Community Development Director Ron Mentzer requested to Approve an Ordinance Granting a Special Use Permit and Setback Variations with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill (Application of Midwest Industrial Funds) per the memo dated July 15, 2024.

Mayor Soliman asked if there were any questions or comments from the Council or any questions for the developers. There were none.

Mayor Soliman asked if anyone from the audience would like to make a comment for or against the request of MIF granting a special use permit and setback variations. There were none.

(#7) Motion by Alderwoman Gazal seconded by Alderman Dyke, to Approve an Ordinance Granting a Special Use Permit and Setback Variations with Respect to Certain Real Property Located within the Corporate Boundaries of Crest Hill (Application of Midwest Industrial Funds) per the memo dated July 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert.

There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>. Ordinance # 1990

Interim Director Mentzer commented that there will be a development agreement that the city is negotiating that will go along with this project and the city past a similar development agreement for the 577,000 square foot facility that is under construction, and we are working to finalize the language of this agreement for final approval at the first August meeting.

Interim Community Development Director Ron Mentzer requested to Approve an Ordinance Approving Zoning Setback Variation for Protection Bollards at 2378 Plainfield

Road per the memo dated July 15, 2024. This was a unanimous decision by the Planning Commission. This would protect the building from being hit by vehicles since it has in the past a few times.

Mayor Soliman asked if the Council had any questions or comments. There were none.

Mayor Soliman asked if anyone representing 2378 Plainfield Road would approach the podium. Amitoj Singh Mehta approached the podium, introduced himself, and thanked the Council for their time.

Mayor Soliman asked if anyone in the audience would like to speak for or against Mr. Amitoj Singh Mehta regarding the protection bollards at 2378 Plainfield Road. Let the record reflect that no one approached the podium.

(#8) Motion by Alderperson Oberlin seconded by Alderman Cipiti, to Approve an Ordinance Approving Zoning Setback Variation for Protection Bollards at 2378 Plainfield Road per the memo dated July 15, 2024.
On roll call, the vote was:
AYES: Ald. Dyke, Methvin, Jefferson, Gazal, Oberlin, Cipiti, Kubal.
NAYES: None.
ABSENT: Ald. Albert.
There being seven (7) affirmative votes, the <u>MOTION CARRIED.</u>
Ordinance #1991

Interim Community Development Director Ron Mentzer requested to Approve a Resolution Approving and Authorizing a Contract to Sell the Old City Hall Property (1610 Plainfield Road, Crest Hill) to QuikTrip Corporation per the memo dated July 15, 2024.

Mayor Soliman asked for any comments or questions regarding the request for the sale of the property at 1610 Plainfield Road. Let the record reflect that no one has approached the podium.

Alderwoman Gazal commented that the only thing good about this is that it is a cash sale of \$1.65 million and other than that she is against this. This will be the eighth gas station in Crest Hill, and it will be located next to a retirement community.

(#9) Motion by Alderman Dyke seconded by Alderperson Oberlin, to Approve a Resolution Approving and Authorizing a Contract to Sell the Old City Hall Property (1610 Plainfield Road, Crest Hill) to QuikTrip Corporation per the memo dated July 15, 2024. On roll call, the vote was:

AYES: Ald. Oberlin, Kubal, Dyke, Methvin. NAYES: Ald. Jefferson, Gazal, Cipiti. ABSENT: Ald. Albert. There being four (4) affirmative votes, the <u>MOTION CARRIED</u>. Resolution #1246

Interim Community Development Director Ron Mentzer requested to Approve a Resolution Approving a Variance Application Fee Refund for Reza's Auto Repair in the Amount of \$750.00 per the memo dated July 15, 2024.

(#10) Motion by Alderperson Oberlin seconded by Alderwoman Gazal, to Approve a Resolution Approving a Variance Application Fee Refund for Reza's Auto Repair in the Amount of \$750.00 per the memo dated July 15, 2024. On roll call, the vote was: AYES: Ald. Kubal, Dyke, Methvin, Jefferson, Gazal, Oberlin, Cipiti. NAYES: None.

ABSENT: Ald. Albert.

There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>. Resolution #1247

Interim Community Development Director Ron Mentzer requested to Approve a Resolution Approving a Policy for Processing Plan Commission Recommendations per the memo dated July 15, 2024. As this was discussed, the city does not have a clear policy on what recommendations should be discussed at a work session meeting and the default practice has been all recommendations go to work session no matter the complexity of the project.

Alderman Cipiti commented that he wants all the recommendations to come to a work session meeting because the Council needs to know and have a discussion on the recommendation. Alderperson Oberlin and Alderwoman Gazal agreed with Alderman Cipiti.

Alderman Jefferson thanked Interim Director Mentzer and Interim Manager Strahl for bringing the city up to speed with the rest of America and he hopes while they are here, they continue to do so.

(#11) Motion by Alderman Jefferson seconded by Alderman Dyke, to Approve a Resolution Approving a Policy for Processing Plan Commission Recommendations per the memo dated July 15, 2024.

On roll call, the vote was: AYES: Ald. Jefferson, Kubal, Dyke. NAYES: Ald. Methvin, Gazal, Oberlin, Cipiti. ABSENT: Ald. Albert. There being four (4) negative votes, the <u>MOTION FAILED</u>.

Alderwoman Gazal asked if there is a reason she is not being informed about the new business developments since she sits on that committee. Interim Director Mentzer commented that there really has not been a need to discuss it yet.

<u>POLICE DEPARTMENT</u>: Police Chief Ed Clark had no agenda items this evening but wanted to give the Council a report on the Fourth of July. There were twenty-six firework calls during that period and only one citation was written. During that period, they were very busy with the 327, along with a major investigation on Sunday morning. There were sixty-nine traffic stops, with thirty-two traffic citations and two arrests. There were also fifty-six business and house checks, and six pedestrian stops.

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Chief Clark announced that they are planning a 'Neighbors Night Out' since we are a 'City of Neighbors,' on September 4, 2024, from 5:00 p.m. until 8:00 p.m. Many Council members volunteered their time and are happy to be a part of the event.

Alderwoman Gazal commented that a resident informed her that they had called in regarding fireworks and Wescom never called it in to Crest Hill. Chief Clark commented that he would look into this, and it could have been a repeat call and was added to the officer's terminal stating it was another repeat call. She then asked for a speed radar to be moved to McGilvrey towards Weber Road.

Alderwoman Methvin commented that fifty-three is a speed hazard and everyone is speeding. Chief Clark commented that he would take note of that and have some officers out there.

Alderman Dyke asked if the security cameras have been removed from the Old City Hall and it was mentioned that they were supposed to be moved to Public Works and installed. Chief Clark commented that he would look into that. Interim Public Works Director Mike Eulitz commented that they are still working on that, and they will be moving the cameras soon to Public Works or a Treatment Plant.

Alderperson Oberlin asked if some of the perennials can be moved over to the Lidice Memorial Garden since they will be trampled on during demolition. Attorney Stiff commented that it will need to be verified with QuikTrip that they did not intend on purchasing the perennials with the sale then it would be fine.

<u>CITY CLERK</u>: Deputy Clerk Karen Kozerka requested to Approve an Application for a Block Party for Essex St. – Joshua Resto per the memo dated July 15, 2024. This would be on Saturday, August 10, 2024, from 12:00 p.m. until 11:00 p.m.

(#12) Motion by Alderwoman Gazal seconded by Alderman Jefferson, to Approve an Application for a Block Party for Essex St. – Joshua Resto per the memo dated July 15, 2024.

On roll call, the vote was:

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

NAYES: None.

ABSENT: Ald. Albert.

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

<u>CITY TREASURER</u>: City Treasurer Glen Conklin requested to Approve the list of bills issued through July 16, 2024, in the Amount of \$1,166,950.96 per the memo dated July 15, 2024.

(#13) Motion by Alderperson Oberlin, seconded by Alderman Kubal, to Approve the list of bills issued through July 16, 2024, in the amount of \$1,166,950.96 for Council approval per the memo dated July 15, 2024.

On roll call, the vote was:

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

NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the <u>MOTION CARRIED</u>.

City Treasurer Glen Conklin presented the regular and overtime payroll from June 17, 2024, through June 30, 2024, in the amount of \$253,772.93 per the memo dated July 15, 2024.

City Treasurer Glen Conklin presented the Quarterly Compensation Time Buy Back for the Period April 1, 2024, ~ June 30, 2024, in the Amount of \$15,422.51 per the memo dated July 15, 2024.

Alderwoman Gazal asked who tracks the hours the interims work and how much they pay to GovHR and she would like to know who tracks that. Treasurer Conklin commented that many cases are self-reported. Alderwoman Gazal asked who approves their time. It was stated that the Mayor approves the Interim City Administrator, the Interim City Administrator approves the Interim Community Development Director and the Interim Finance Director and then the Treasurer approves the Interim Human Resource Manager.

Treasurer Conklin commented that if he gets a request to produce the bills prior to noon on Monday he can probably produce the bill for that evening. Alderwoman Gazal commented that she did reach out to the Finance Department and did not receive it. She then commented that when she asks at a Council Meeting that is because she has already exhausted her options. Treasurer Conklin commented that if you ask for this on a Friday during an audit that is very tough. Interim Finance Director Carron Johnson commented that if there is something that you need and reached out to the Finance Department and did not get it then she should always let her know. Interim Finance Director Johnson also commented that there are always time sheets to go with the invoices for the payments to MGT. They were informed that MGT is the former GovHR.

<u>UNFINISHED BUSINESS</u>: There was no unfinished business.

<u>NEW BUSINESS</u>: Alderman Jefferson commented that he sent an email requesting a meeting regarding diversity and Civil Service and would like to make sure we are still doing this. Interim Administrator Graff commented that Interim Manager Strahl and himself are working on this and there are policies in the employee handbook as well.

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

<u>CITY COUNCIL COMMENTS:</u> Alderman Dyke wished Mayor Soliman a Happy Birthday.

Alderwoman Methvin commented that she surveyed her area after the storm and seen quite a few tree branches down but no severe damage. She stated that she is concerned about the overgrown trees that are overdue for maintenance in the parkways. Mayor Soliman informed her to prepare a list and give it to Public Works.

Alderwoman Gazal announced that the 'Meet at the Park' is Wednesday, July 17, 2024, at 6:00 p.m. located at Renaissance Crossing Park at Zausa Drive. There will be hotdogs, refreshments, and goodies for the children. She then wished Alderperson Oberlin and Mayor Soliman a Happy Birthday.

Alderman Cipiti wish Mayor Soliman, Alderperson Oberlin, and his father a Happy Birthday.

Alderman Kubal wished a Happy Birthday to Mayor Soliman and Alderperson Oberlin.

<u>PUBLIC COMMENT</u>: Sherry Williams, a resident, commented that she is happy that the city was able to sell the Old City Hall. However, she is concerned that it is another gas station, and that seems to be the only thing we can attract in Crest Hill and she is not sure that is the best location for a gas station.

Alderman Jefferson commented that at the last Council Meeting there was a lot of tension in the room and because of that he had made a statement accusing the Operating Engineers Local 150 of not being diversified in their tradesman. He then commented that he found out that he was incorrect and Local 150 has made major strides in diversifying the trades that their memberships are governed by, and he wanted to apologize and state he was wrong.

Alderwoman Gazal commented that she agrees with Alderman Jefferson and that meeting was a tough meeting. She also commented that she wrote a statement to read but is choosing not to read it. She stated she reached out to the union representative. She then stated that she always has the best intentions to do the best and if she made a mistake, she apologizes but, in her heart, she has given her all to the residents, the city and the staff. The reason she reached out to Aaron was to improve the situation. The statement she made was very angry and disappointing and very hurtful since her words were taken out of context. Her intention was never to attack the staff but to show that the leadership is not there. She commented that all she wanted was for the Council to be part of the Memorial Service and not pay overtime. She then said she is thankful for the staff.

Aaron Gyrion, the Local 150 Business Representative for Crest Hill's Public Works, Clerical, Police, Building and Finance Departments approached the podium. He commented since the last meeting he has had the opportunity to meet with Alderwoman Gazal and Alderman Jefferson. He expressed his appreciation for the meeting, and he looks forward to working with everyone on the City Council in the future.

Mayor Soliman informed the Council that there was a need for an executive session on 5ILCS 120/2(c)(1) and 5ILCS 120/2(c)(11) per the memo dated July 15, 2024.

(#14) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to go into executive session on 5ILCS 120/2(c)(1) and 5ILCS 120/2(c)(11) per the memo dated July 15, 2024. On roll call, the vote was: AYES: Ald. Cipiti, Kubal, Dyke, Methvin, Jefferson, Gazal, Oberlin. NAYES: None. ABSENT: Ald. Albert. There being seven (7) affirmative votes, the MOTION CARRIED.

Executive Session 8:23 p.m.

(#15) Motion by Alderperson Oberlin seconded by Alderwoman Methvin, to reconvene from the executive session on 5ILCS 120/2(c)(1) and 5ILCS 120/2(c)(11) per the memo dated July 15, 2024.
On roll call, the vote was:
AYES: Ald. Dyke, Methvin, Jefferson, Gazal, Oberlin, Cipiti, Kubal.
NAYES: None.
ABSENT: Albert.
There being seven (7) affirmative votes, the MOTION CARRIED.

Reconvened 10:01 p.m.

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

(#16) Motion by Alderman Dyke seconded by Alderman Jefferson, to adjourn the July 15, 2024, Council meeting.
On roll call, the vote was:
AYES: Ald. Jefferson, Gazal, Oberlin, Cipiti, Kubal, Dyke, Methvin.
NAYES: None.
ABSENT: Albert.
There being seven (7) affirmative votes, the MOTION CARRIED.

The meeting was adjourned at 10:01 p.m.

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

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

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

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

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

The following Council members were Absent: Alderwoman Jennifer Methvin

Also Present were: Interim Administrator Tony Graff, Deputy Chief Ryan Dobczyk, City Engineer Ron Wiedeman, Interim Finance Director Carron Johnson, Interim Public Works Director Mike Eulitz, Interim Community Developer Ron Mentzer, Building Commissioner Don Seeman, City Attorney Mike Stiff.

Absent were: Police Chief Ed Clark, Interim Employee Relations Dave Strahl, Interim Planner Maura Rigoni.

TOPIC: City Center – Basement Foundation Water Leak Update with Damage and Repair Options

Building Commissioner Don Seeman commented that he received a proposal with Concrete by Wagoner for patching. They do not do waterproofing, and they recommended a waterproofing company called Wet to Dry located in New Lenox. They will come out to City Hall Thursday, August 1, 2024, at 11:00 a.m. They will hand dig and inject the water sealer and we will have a warranty/guarantee.

Alderwoman Gazal would like the electrician to come to check all the electrical wires and make sure we are good since this has been having water over this for a while.

Alderman Cipiti wants to hold the company that did this responsible and make them pay to correct it and not the taxpayers.

Alderwoman Gazal would like the insulation checked for mold since it had gotten wet at some point, as well.

A few Council members would like another proposal.

Pictures were presented to explain what has happened and showed the void in the concrete where the problem is.

Interim Public Works Director Mike Eulitz commented that they have been looking at all the roof drains and after reviewing the plans they are trying to verify what pipes go into which catch basins and try to verify if there is an issue in the drains or they are just full.

TOPIC: Esscoe the Engineered Systems Company for Life Safety System Testing, Inspection and Documentation for City Center Facility including the Police Department

Building Commissioner Don Seeman stated that Esscoe is the company that does the monitoring of all our alarm systems, sprinkler systems, and the dry systems within the IT offices.

We need to have this testing yearly and right now we are not in compliance since we have no agreement in place and no one to inspect our systems. Once we have an agreement in place they will inspect everything.

Alderman Cipiti commented that he would like to see proposals from other companies since this is a lot of money. Interim Administrator Tony Graff commented that Esscoe is already in our system and this company is going to add a seven-year warranty as part of this service agreement with a locked-in price.

Attorney Stiff would like to request that we add a termination clause that we can terminate with thirty days' notice at the end of any one-year term.

Mayor Soliman asked for an informal vote to approve the Esscoe Service Agreement for the cost of \$9,378.00.

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

This will be on the August 5, 2024, agenda.

TOPIC: Ordinance Naming Certain Real Property in the City of Crest Hill Surplus

Interim Public Works Director Mike Eulitz commented that he would like to surplus the 2022 Ford Explorer with the agreement that if we do not get the amount, then we do not have to sell it. He also commented that he would like to get some cash for this vehicle so we can put the money into the vehicle replacement program to possibly buy something more suitable down the road, possibly purchase a pickup truck for their needs.

It was asked if this is the luxury vehicle that the former Public Works Director ordered and drove, and it was stated that it was that vehicle.

Alderman Dyke asked what the mileage on the vehicle is and it was stated that there is 3300 miles on it. Interim Director Eulitz commented that he would like to see \$44,000 out of it and if we do not then we could keep the vehicle.

Alderman Dyke would like to keep the vehicle at City Hall since we will have full time permanent employees who could utilize the vehicle.

It was asked to get the true mileage on both vehicles and come back to the Council with the information.

TOPIC: Request to add Todd's Towning & Recovery to City's Towing List

Deputy Chief Ryan Dobczyk commented that in the past we had four towing companies on the tow list. Since then, the tow company list is now down to two companies. He then commented that two companies are not enough for the amount of towing needed.

Deputy Chief Dobczyk stated that he would like to add Todd's Towing, located on Lincoln Highway in Plainfield, Illinois. They have been using them for the last couple of years.

It was stated that a slight adjustment will need to be made since they are out of district and amend the language to use an out of district company since the language reads it must be in city limits.

Alderman Albert asked if an officer calls for a tow and a response is not received do they move on to the next company, and Todd's Towing would be third on the list. Deputy Chief Dobczyk commented that it is a rotating list, so they are all utilized in rotation. It was stated that there is no guarantee that there is a certain number of tows per company.

Alderman Albert asked if a fourth towing company would need added to help. Deputy Chief Dobczyk stated that adding a third towing company will be a substantial improvement.

Mayor Soliman asked for an informal vote to add Todd's Towing to the Police tow list.

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

This will be on the agenda August 5, 2024.

TOPIC: Approval Request of Special Event Police Services Agreement

Deputy Chief Ryan Dobczyk commented that they are looking to hire some officers for the Fest Italiana which is being held August 9-11, 2024.

It was stated that they are looking to have one officer on the 9^{th} , three officers on the 10^{th} , and one officer on the 11^{th} .

Mayor Soliman asked for an informal vote to approve the request of the special event officers for Fest Italiana.

AYES: Ald. Gazal, Jefferson, Dyke, Kubal, Oberlin. NAYES: None. ABSTAIN: Ald. Albert, Cipiti. ABSENT; Ald. Methvin.

TOPIC: Plan Commission Rezoning Recommendation for 1817 N. Broadway Street

Interim Community Development Director Ron Mentzer commented that at the Plan Commission Meeting on July 11, 2024, a Public Hearing was conducted for the rezoning of the property located at 1817 North Broadway Street. The owner would like to rezone

the property from R-1 Single Family Residence to R-2 Two Family Residence. At some point in the past, the property was illegally converted into a two-family residence and the city has no records of any permits for this conversion.

This request was heard in the past in 1998, that was brought forward to the city and was denied by the City Council due to the City Comprehensive Plan for that corridor. The Comprehensive Plan was that the long-term desire of the city's was to have these properties along the east and west side of Broadway utilized commercially. After the Public Hearing, the Plan Commission unanimously denied the rezoning request.

It was asked if the property is habitable, and it was stated that there is one family currently living there.

According to Zoning Ordinance Section 5.5 Sale of a Non-Conforming Use, when a property is sold, non-conforming use must be brought into conformance with applicable city zoning requirements.

Attorney Daniel Stefanczuk, the attorney for the property owner, approached the podium and stated that the property was purchased as a single-family home that was in violation of a two-unit rental. He stated that after ten years of having an economic plan, nothing has happened and all around the property is vacant and maybe the city can have this area rezoned residential to increase the property taxes and the city can benefit from this.

Mayor Soliman asked for an informal vote to agree with the Plan Commission for a DENIAL rezoning 1817 North Broadway Street.

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

This will be on the agenda August 5, 2024.

TOPIC: Resolution Approving Amendment #1 to the September 21, 2022, Agreement for Design and Bidding Related Services for Well 14 by and between the City of Crest Hill, Will County and Strand Associates, Inc.

City Engineer Ron Wiedeman commented that the staff is looking for the Council to approve the contract with Strand Associates, Inc. The amendment is being requested to cover out of scope work not originally included in the original agreement. These items are as follows:

- Update and revise the final plans from a designed raw water supply line to a finished water supply.
- Prepare and submit a revised application for construction permit to IEPA for approval.
- Provided coordinated the design engineers working for the GPWC on potential conflicts.
- Additional effort to coordinate with ComEd regarding potential utility conflicts.

This work was not included in the 2025 budget and the cost is \$12,000.00.

Mayor Soliman asked for an informal vote requesting a resolution approving an amendment No. 1 to the September 21, 2022, agreements for Well 14 with Strand Associates Inc. in the amount of \$12,000.00.

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

This will be on the agenda August 5, 2024.

TOPIC: A Motion to Authorize City Staff to Coordinate the City's Completion of the Four School District Conditions Required to Complete the Dedication of N. Center Street Right-of-Way and a Five-Foot Wide Public Utility Easement Along the West Edge of N. Center Street Adjacent to the School District Property

City Engineer Ron Wiedeman commented that Chaney-Monge School has submitted plans for a new 4, 765 square foot building addition. This addition is being proposed along the east side of the school adjacent to N. Center Street. It was found that the school property extends to the center line of North Center Street and the school is willing to voluntarily dedicate the portion of North Center Street currently owned by the school district from the existing centerline of N. Center Street to the edge of the west curbline of N. Center Street to the city at no charge.

This is contingent on the city satisfying the following conditions:

- Coordinate and pay \$2,500.00 for the preparation of the Plat of Dedication.
- Coordinate and pay to update the boundary survey and legal description of the school's property which is approximately \$100.00.
- Coordinate and pay for the zoning variation public hearing process that would culminate in the City's approval of the required building setback variations necessary, which is approximately \$500.00.
- Update the City Zoning Map to reflect the dedication of a portion of the school property as public right-of-way.

This would be a total cost of approximately \$3,500.00.

Mayor Soliman asked for an informal vote.

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

TOPIC: Weber Rd & McGilvery Welcome Sign – South Face Options

City Engineer Ron Wiedeman commented that he had reached out to the contractor after the meeting when Alderwoman Gazal had stated that the back of the sign is very plain. Ut was mentioned that we have three options, which are:

1. Carve out the lettering for the back and paint it and add another light, this would match what is on the front. This is the most expensive option at a cost of \$5,460.00.

- 2. Cut dimensional lettering in PVS, mount it on the back side of the sign and paint it and light it for a cost of \$3,350.00.
- 3. Cut a rectangular panel and stud mount it to the back of the sign with vinyl letters on the panel and add one light for a cost of \$2,825.00.

Alderman Cipiti commented that he feels wording on the backside would be silly and we have put enough money into these signs, and we have some that are so close together by six corners.

Alderman Albert asked if we could do some landscaping to hide the back, possibly tall landscaping.

TOPIC: 1949 Willow Court Permit Fee and Excavation Bond Waiver

Interim Community Development Director Ron Mentzer commented that the Lockport Township Park District has applied for permit to revitalize the Crest Hill Memorial Park at 1949 Willow Ct. The project involves over a million-dollar expenditure, and they are asking the city to waive the permit fees and the requirement for the excavation bond. The permit fee is over \$11,000.00 and the excavation bond fee is \$5,000.00. There were no outside consulting costs.

It was said that the city did a waiver for Will County permit fees in the past.

The bond would be refunded after the work is completed just to make sure the contractor's work is done correctly.

Alderman Albert commented that it is exciting to hear that they are making an investment of over a million dollars to a park that can really use some attention.

Mayor Soliman asked for an informal vote for the city to waive the permit fees 1949 Willow Court.

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

This will be on August 5, 2024, agenda.

<u>TOPIC: GovHR USA – Recruitment Services Follow Up to Decide on</u> <u>Implementation Date</u>

Mayor Soliman commented that a representative from GovHR was at the July 22, 2024, meeting but we had two aldermen absent, Alderman Dyke, and Alderman Kubal. He stated that he called each alderman, and they were in favor to wait until February or March and start the process of the search for a permanent city administrator. That would give five positive votes to wait and three negative votes to start immediately.

Mayor Soliman asked the city attorney if there is any action needed now to sign the contract to hold the numbers or do we wait until we get closer to the time.

Attorney Stiff commented that we would need to formalize this by having this on the agenda August 5, 2024, to hold it until February or March. We would have to reach out to GovHR for a price freeze.

Alderman Gazal commented that once again we are putting everything on hold.

TOPIC: Sikich Consulting Services for Internal Control Assessment

Interim Administrator Tony Graff commented that the first engagement letter has added language of \$350.00/hour and will not exceed \$7,500.00 and this is to provide internal control review services.

Alderperson Oberlin asked about the report she had questioned, and it was stated that today was the representatives first day back in the office since she was here giving the presentation and she is working on that report.

Attorney Mike Stiff commented that he had not seen this until the email came this afternoon and noticed it was dated July 23, 2024, and he has not had a chance to review this since he just received it today.

Alderman Albert asked what the Phase I is defined as. Attorney Stiff commented that he did not read the document but one of the things that struck him is that we are to direct them as to the scope of the services for Phase I, and does not see that defined anywhere, which tells him that they are looking for us to tell them what the Phase I scope of services is.

PUBLIC COMMENT:

Stuart Soifer, a resident, commented that he is hoping at some point that someone will explain to the taxpayers these reasons why we are spending millions of dollars to fix things in the building that should have been caught early on and we should know how the building should be built and now we are dealing with flooding in the basement. He then commented if the building is even safe, and he hopes someone will explain to the taxpayers since they have not in over a year.

Linda Dyke, a resident, commented that she had a friend who lived in Willow Falls and when the creek would overflow it would run into his basement and over his electrical box, and it did not take this long for the repair work to be done that it is taking the city. She also commented that if this were a resident's house we would be going after them to fix it and the city would not allow the resident to even live in the home. She also stated that it is scary that someone could have been electrocuted.

Carron Johnson, the Interim Finance Director, approached the podium and commented that it has been a pleasure to work here these last three months and she tried, she really tried. She commented that Alderwoman Gazal was the most unprofessional individual she had ever encountered in her thirty plus years of working. She has listened to her disrespect the administrator and the mayor and she cannot understand how someone in her position could be so disrespectful. She also commented that we have a beautiful building and all she hears about is the issues with the building and that is the past and they all need to move forward. She also mentioned that everyone had a hand in the building, and reminded the Council that no bills were paid without the City Council's approval. She then mentioned that Alderwoman Gazal comments that there is no leadership in the city, but the City Council is the leadership.

She then commented that every time she reached out to Alderperson Oberlin for audit purposes, Alderperson Oberlin would talk to Treasurer Glen Conklin instead and then send a condescending email stating that she is not professional, but Carron commented that she knows business professional. She then reminded the Council that she has two master's degrees, one in accounting and one in business administration and that condescending email that was sent on Sunday was offensive. Carron then suggested that the City Council look at themselves and see why the City of Crest Hill is in the position it is in and try to look at the big picture of what is really happening and stop the personal attacks on each other.

Carron then read a statement, explaining that she withdrew her application for the Finance Director after careful consideration and challenges after her interactions with key members of the City Council, particularly Alderwoman Gazal and Alderperson Tina Oberlin. She then explained that on her first day Alderwoman Gazal greeted her warmly and expressed happiness having another minority in the City of Crest Hill, and Alderwoman Gazal also mentioned her role in helping Alderman Jefferson get elected. Carron then commented that once she moved offices to a more functional space, she became a target for Alderwoman Gazal and Alderperson Oberlin. She then commented that despite her official offer of the Finance Director position which was supported by Treasurer Glen Conklin, Mayor Ray Soliman, and Interim Administrator Tony Graff, Alderwoman Gazal persistently questioned her application status and she had requested documents from the Finance Department and did not receive these in relation to how the interim staff is paid. Carron stated that after speaking to her staff it was determined that no such request was made. In addition, Alderwoman Gazal stated that she had called the Finance Department's main number, and no one answered the phone, and it was determined to be untrue.

Carron stated that at her first City Council meeting, Alderwoman Gazal questioned the mayor's leadership and that she laid awake at night praying for the city but commented that she has noticed nothing but conflict by her at every meeting. She then questioned what bible Alderwoman Gazal is reading from. Carron then read a bible passage from her bible. She then stated that the passage she read meant even if you do not like the mayor or those around you, you must respect them.

Carron commented that it is apparent by city projects and how the staff morale has been compromised by these leadership conflicts. Carron also commented that it was brought to her attention that Alderwoman Gazal researched her personal life. Alderwoman Gazal stated that she did not research Carron's personal life. Carron commented that she conducted her own research background on Alderwoman Gazal as well. She then stated that the silence from other Council members indicates complicity of Alderwoman Gazal's behavior.

Carron commented that she is not in cahoots with the mayor or the administrator but right is right and wrong is wrong. She then commented that no one has asked her the status of the audit. Carron then stated that she thought Alderperson Oberlin's email was very inappropriate and condescending and reminded her she has two master's degrees and knows professionalism and Alderperson Oberlin's reluctances to answer questions of Carrons and instead direct them to Treasurer Conklin, which raises questions about her willingness to collaborate with an educated Black Woman.

Carron ended her statement by saying she is willing to answer any questions until her last day on Thursday, August 1, 2024.

Alderwoman Gazal commented that she hopes we are not paying Carron while she is addressing the Council. Alderwoman Gazal also commented that she is elected, and she is doing her job, and it is obvious you are being put up to this. She then told Carron to not interrupt her, and to have some respect. Alderwoman Gazal then commented that Carron is not going to come and tell her how to act and how to do her job and whoever gave her information about the background check needs to show proof because she had nothing to do with that and obviously information is leaked from the executive session. A screaming match began between Alderwoman Gazal and Carron Johnson. Carron then yelled back for Alderwoman Gazal not to raise her voice at her, and Alderwoman Gazal stated this is her city repeatedly.

Alderman Cipiti then tried to stop these actions and asked for order and for the mayor to do something. The mayor then used his gavel and asked for order.

Alderwoman Gazal commented that this is all games and executive session information has been leaked once again. She then asked the mayor where the four-minute rule was, but it is okay now since they are attacking her. Carron then yelled to not raise her voice at her or point her finger at her and stated that she is an adult.

Mayor Soliman finally regained order and then asked if there was anybody else who would like to make a comment. There was no one.

MAYOR'S UPDATE:

Mayor Soliman commented that he received a letter from Rick Cabay regarding the three concrete benches that are at the Old City Hall at the Memorial Garden which were donated by individuals that are no longer with us. It was stated that Rick would like to place them at St. Joseph Cemetery off Raynor Avenue. Mayor Soliman commented that he is making the Council aware of this that he will offer them to him since St. Joseph's Church will use them.

Alderman Dyke commented that he went by there the other day and wondered if there is anywhere around the new City Hall that we could use them before giving them away. He also asked if the employees could use them to sit on and it was stated that there are already benches for the employees that Tony Halaska had made.

COMMITTEE/LIASION UPDATES:

There were none.

<u>CITY ADMINISTRATOR UPDATES:</u> There were none.

The meeting was adjourned at 8:50pm.

Approved this _____ day of _____, 2024. As presented_____ As amended_____

CHRISTINE VERSHAY-HALL, CITY CLERK

RAYMOND R. SOLIMAN, MAYOR

RESOLUTION NO.

A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT FOR RECRUITMENT AND SELECTION OF A CITY ADMINISTRATOR BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND GOVHRUSA

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

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

WHEREAS, GovHR USA, a division of MGT of America Consulting, LLC (the "Company"), is public management consulting firm serving local government clients and other public-sector entities across the country, including Illinois, with its Corporate Headquarters in Northbrook, Illinois, which offers, among other things, customized executive recruitment services (the "Services"); and

WHEREAS, on November 20, 2023, the City Council approved Resolution 1191, and determined to engage the Company to provide the Services, specifically the Recruitment and Selection of a City Administrator, which Services were completed in 2024 with no permanent City Administrator being hired by the City; and

WHEREAS, the Company has prepared and submitted a new Master Services Agreement for services related to the Recruitment & Selection of a new City Administrator (the "Agreement") for the Services (a copy of the Agreement is attached hereto as <u>Exhibit A</u> and fully incorporated herein); and

WHEREAS, while the Company is ready, willing and able to perform the Services outlined in Exhibit A beginning in August, 2024, the Company has recommended to the City Council that the City postpone the search due to a number of factors presented at the work session meeting held on July 22, 2024, including but not limited to the fact that the most recent recruitment process did not result in a hire, and the upcoming Mayoral election in 2025; and

WHEREAS, the Company is willing guarantee the current pricing in the Agreement and to postpone the commencement of the recruitment services until March 1, 2025; and

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

WHEREAS, the City Council has determined that it is in the best interests of the City and its citizens to enter into the Agreement with the Company and to postpone the commencement of the Services until on or after March 1, 2025.

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

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

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

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

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

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

[Intentionally Blank]

PASSED THIS 5TH DAY OF AUGUST, 2024.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke	······································			
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal	1			
Mayor Raymond R. Soliman	13 1			
	-		7.	

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 4.

EXHIBIT A



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("Agreement") is entered into as of July 23, 2024, ("Effective Date") between GovHR USA, a division of MGT of America Consulting, LLC ("GovHR"), with offices located at 4320 West Kennedy Boulevard, Tampa, FL 33609, and the City of Crest Hill, IL ("Client"), located at 20600 City Center Boulevard, Crest Hill, IL 60403, collectively referred to herein as the "Parties."

WHEREAS, GovHR offers global technological, educational, organizational and staffing consulting solutions services to the public and private sectors;

WHEREAS, Client anticipates a need within its organization for GovHR's services; and

WHEREAS, the Parties intend for this Agreement to serve as the governing, contractual basis of GovHR's provision of future project-level services to Client.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. THIS AGREEMENT AND STATEMENTS OF WORK. The Parties enter into this Agreement to set forth the general terms and conditions that will govern GovHR's provision of services to Client. Such services will be subsequently agreed upon by the Parties in individual Statements of Work ("SOW").

Each SOW will state all details required for the proper provision of project-level services, including scope, pricing, period of performance, and other required information ("Services") each an Exhibit A, Statement of Work, attached hereto and incorporated into the Agreement. Unless otherwise stated in an SOW, all Services shall be performed remotely. Each SOW will require signature by both parties to be effective.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE. The contract documents consist of this Agreement and all exhibits, attachments, amendments, and SOWs subsequently executed by the Parties and all exhibits, attachments, amendments, and other documents made a part of the SOW ("Contract Documents"). Upon signature by the Parties, all SOWs executed during the Term shall be considered incorporated into and made a part of this Agreement.

In the event of a conflict among the terms and conditions in this Agreement and any SOW, unless that SOW expressly states the intention for the SOW to control with regard to the conflicting term or condition, then this Agreement shall control. Any terms or conditions contained in documents issued by Client other than the Contract Documents, including purchase orders, shall be voidable at GovHR's discretion.

3. TERM. The term of this Agreement shall commence on the Effective Date and will continue until February 28, 2026 (one year after the start of the City Administrator recruitment) or until terminated in accordance with this Agreement. This Agreement will automatically renew for additional one (1) year terms unless terminated by either party at least thirty (30) days prior to the expiration date.

4. TERMINATION. This Agreement or any individual SOW may be terminated with cause by either party: (a) if the other party materially breaches the terms of this Agreement and fails to cure the



breach within thirty (30) calendar days following written notice specifying the breach, or (b) immediately upon written notice if the other party fails to comply with applicable law or regulation.

5. **INSURANCE**. During the Term of this Agreement and any SOW, GovHR will maintain the minimum insurance coverages below. GovHR shall provide Certificates of Insurance to Client upon request and as required under SOWs.

a.	Commercial General Liability	\$1,000,000 per occurrence
		\$2,000,000 annual aggregate
c.	Business Automobile Liability	\$1,000,000 combined single-limit, non-owned
		and hired. (GovHR does not own autos)
d.	Umbrella/Excess Liability	\$10,000,000 per occurrence & aggregate,
		follows form
e.	Worker's Compensation	Per Statute
f.	Employer's Liability	\$1,000,000 each accident
f.	Professional Liability	\$6,000,000 aggregate

6. INDEMNIFICATION. To the extent permitted by law, each Party shall fully defend, indemnify and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors and assigns (collectively, "Indemnified Parties") from any and all claims, demands, causes of actions, costs, expenses, liability, losses, or damages including attorney's fees and expenses ("Claims"), whether in law or in equity, for bodily injury, death or property damage arising out of, relating to or caused by, in whole or part, the negligence, errors, omissions or willful misconduct of the indemnifying party or its officials, officers, employees, subcontractors, consultants or agents, relating to or connected with performance under this Agreement, unless Claims are caused wholly by the sole negligence or willful misconduct of the Indemnified Parties.

A Party's indemnity obligations under this Section are contingent upon the indemnified party: a) promptly notifying indemnifying party of each claim; provided, however, that the indemnified Parties failure to give prompt notice to the indemnifying party of any such claim shall not relieve the indemnified party of any obligation under this Section except and to the extent that such failure materially prejudices the indemnifying party's ability to defend against such claim; b) providing the indemnifying party with sole control over the defense and/or settlement thereof, provided however, that indemnifying party shall not settle any claim that includes an admission of wrongdoing by indemnified parties or otherwise adversely affects indemnified parties' interests without prior consent; and c) at the indemnifying party with respect to such claim.

7. **LIMITATION OF LIABILITY.** GovHR shall not be held liable for factors outside of its reasonable control, including losses or damages as a result of Client's provision of inaccurate data, or changing laws, regulations, political conditions.

TO THE EXTENT PERMITTED BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA OR DATA USE, OR LOSS OR INTERRUPTION OF BUSINESS, ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT OR WITH RESPECT TO ITS PERFORMANCE HEREUNDER, WHETHER ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR ANY OTHER THEORY. THE FOREGOING LIMITATION OF LIABILITY AND Item 4.



EXCLUSION OF DAMAGES APPLIES EVEN IF A PARTY HAD OR SHOULD HAVE HAD KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.

To the extent permitted by law, except for actions or claims resulting from GovHR's gross negligence or intentional or willful misconduct, GovHR's total aggregate liability to Client shall be limited to the amount of compensation paid by Client to GovHR under this Agreement in the twelve (12) months prior to the action giving rise to liability.

8. GOVERNING LAW, JURISDICTION AND CONSENT TO SUIT. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the state of Florida, irrespective of the choice of laws principles of the state of Florida, as to all matters including validity, construction, effect, enforceability, performance, and remedies. Client submits itself and its property in any legal action or proceeding relating to this Agreement to the exclusive jurisdiction of any state or federal court within Hillsborough County, Florida and Client hereby accepts venue in each such court.

9. DISPUTE RESOLUTION PROCEDURE. In the event of a dispute, controversy or claim by and between the Parties arising out of matters related to this Agreement, the Parties will first attempt in good faith to resolve through negotiation any such dispute, controversy, or claim. Either party may initiate negotiations by providing written notice to the other party setting forth the subject of the dispute and the relief requested. The recipient of such notice will respond in writing within five (5) business days with a statement of its position on, and recommended solution to, the dispute. If the dispute is not resolved by this exchange of correspondence, then senior management representatives of each party with full settlement authority will meet at a mutually agreeable time and place within fifteen (15) business days of the date of the initial notice to exchange relevant information and perspectives and to attempt to resolve the dispute.

If the dispute is not resolved by negotiation, either party may commence mediation by written request to the other party. The Parties will cooperate in selecting a mediator and in scheduling the mediation proceedings. The mediation shall take place in Tampa, Florida. The Parties will participate in the mediation in good faith and will share equally in its costs. All offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by either of the parties, their agents, employees, experts or attorneys, or by the mediator, are confidential, privileged and inadmissible for any purpose, including impeachment, in any litigation or other proceeding involving the parties; provided, however, that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

Either party may seek equitable relief prior to the mediation to preserve the *status quo* pending the completion of that process. Except for such an action to obtain equitable relief, neither party shall commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, at which time suit may be brought in any court of competent jurisdiction. The prevailing party shall be entitled to an award of all reasonable costs, expenses, and attorneys' fees. In addition, should the dispute under this Agreement involve the failure to pay fees, and the matter is not resolved through negotiation or mediation, Client shall pay all costs of collection, including, but not limited to, GovHR's legal fees and costs should GovHR prevail.

10. CONFIDENTIALITY. Each party shall maintain in confidence and protect from unauthorized disclosure all information exchanged between the Parties that is reasonably understood under the circumstances to be confidential, whether disclosed orally, in writing or marked as confidential ("Confidential Information").



The receiving party shall make all reasonable efforts to protect Confidential Information from disclosure to unauthorized third parties. Confidential Information may be disclosed to third parties with a need-to-know under the circumstances and who are bound by confidentiality obligations no less restrictive than those herein. Neither party shall use such Confidential Information except in performance of the Services. GovHR may, however, disclose Client's name and the general nature of GovHR's work for Client sales proposals.

The above obligations of confidentiality shall not apply to the extent that the receiving party can show that the relevant information (a) was at the time of receipt already in the receiving party's possession; (b) is, or becomes in the future, public knowledge through no fault or omission of the receiving party; (c) was received from a third-party having the right to disclose; or (d) is required to be disclosed by law.

11. FORCE MAJEURE. Neither party shall be liable or considered at fault for any delay (except for payment) resulting from circumstances beyond the party's reasonable control, including but not limited to fire, flood, earthquake, elements of nature, epidemics, global pandemics, quarantines, acts of God, acts of war, labor disputes, and supply chain disruptions ("Excusable Delays"). The delayed party shall notify the other party in writing upon the discovery of any significant Excusable Delay. During an Excusable Delay, the delayed party shall use reasonable efforts to mitigate costs and damages and to resume performance under this Agreement.

The Parties recognize that GovHR's ability to timely perform under a SOW is contingent upon Client's timely provision of any agreed-upon data, personnel access, or other requirements. If Client's failure to provide to such data, access or other requirements causes significant delays to GovHR's progression of Services, and GovHR incurs losses or damages as a result, then the Parties shall negotiate and execute a SOW amendment for an equitable adjustment to the schedule and for additional costs. GovHR shall provide all substantiating documentation of costs reasonably requested by Client in consideration for any equitable adjustment.

12. FEES AND PAYMENT. Unless otherwise set forth in a SOW, all correct invoices submitted by GovHR to Client shall be due and payable upon receipt. If Client disputes an invoice or portion thereof in good faith, then Client shall pay any undisputed portion and provide GovHR with written notice of the dispute, in reasonable detail, and the Parties shall promptly meet to resolve such dispute. GovHR reserves the right to impose an interest charge equal to the lesser of one and one-half percent (1.5%) per month or the maximum allowable by law in respect of any invoice which is outstanding for more than thirty (30) days. GovHR may stop work after sixty (60) days of Client's non-payment of undisputed invoiced amounts.

13. MODIFICATION. This Agreement and any SOW shall only be modified by written amendment signed by the Parties. All signed amendments shall be deemed incorporated into this Agreement by reference.

14. NON-SOLICITATION. During the term of this Agreement and for a period of two (2) years following termination or expiration, neither party shall knowingly, directly or indirectly, solicit nor encourage the solicitation of any person who is, or was within a 12-month period prior to such solicitation, an employee of the other party or its affiliates that became known to the other party as a result of this Agreement, except with the prior written consent of the other party. This provision shall not restrict the right of either party to solicit by public advertisement.

15. ASSIGNMENT. Neither party may assign any rights nor delegate any duties or obligations under this Agreement without the express written consent of the other party. Notwithstanding the foregoing,



GovHR, or its permitted successive assignees or transferees, may assign or transfer this Agreement or delegate any rights or obligations hereunder without consent: (i) to any entity controlled by, or under common control with, GovHR, or its permitted successive assignees or transferees; or (ii) in connection with a merger, reorganization, transfer, sale of assets or change of control or ownership of GovHR, or its permitted successive assignees.

16. INDEPENDENT CONTRACTOR. It is expressly understood that at all times, while rendering the Services, GovHR is acting as an independent contractor and not as an officer, agent, or employee of the Client. GovHR shall not be required to keep specific work hours (except in the case of specific hours required under employee leasing contracts), equipment, or a specific office, and shall use independent means and methods for performing the Services. For all purposes, including Medicare, Social Security taxes, the Federal Unemployment Act ("FUTA"), income tax withholding, worker's compensation, and unemployment insurance, GovHR, its personnel and contractors will be treated and deemed independent contractors and not employees of Client.

17. NON-DISCRIMINATION/EQUAL EMPLOYMENT PRACTICES. Neither party shall unlawfully discriminate or permit discrimination against any person or group of persons in any matter prohibited by federal, state, or local laws. During the performance of this Agreement, neither party or their employees, agents, or subcontractors, if any, shall discriminate against any employee or applicant for employment because of age, marital status, religion, gender, sexual orientation, gender identity, race, creed, color, national or ethnic origin, medical conditions, physical disability, or any other classifications protected by local, state, or federal laws or regulations. The parties further agree to be bound by applicable state and federal rules governing equal employment opportunity and non-discrimination.

18. NOTICES. All legal notices required by this Agreement are deemed to have been given when notices are both (1) delivered by email to the email address below, and (2) following such email delivery, a mailed copy of the notice is delivered to the mailing address below.

To GovHR:		To Client:	
Name:	GovHR, A division of MGT of America Consulting, LLC	Name:	Crest Hill, Illinois
ATTN:	Legal Notice/Contracts	ATTN:	Ray Soliman, Mayor
Address:	4320 West Kennedy Blvd.	Address:	20600 City Center Boulevard
	Tampa, FL 33609		Crest Hill, IL 60403
Email:	contracts@mgtconsulting.com	Email:	rsoliman@cityofcresthill.com

If the email address and mailing address is incomplete for a party, then notice shall be mailed to the address on the first page of this Agreement.

19. SEVERABILITY. If any provision of this Agreement shall be declared illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining provisions hereof, but such illegal or invalid provision shall be fully severable, and this Agreement shall be interpreted and enforced as if such illegal or invalid provision had never been included herein.

20. COUNTERPARTS AND EXECUTION. This Agreement and any SOW may be executed in counterparts, each of which when so executed shall be deemed an original and all of which together shall constitute one and the same instrument. The counterparts may be executed by electronic signature and delivered by scanned signature or other electronic means by any of the parties to any other party and the



receiving party may rely on the receipt of this Agreement so executed and delivered as if the original had been received.

21. SURVIVAL. The sections Term, Termination, Insurance, Indemnification, Limitation of Liability, Governing Law, Jurisdiction, Consent to Suit, Dispute Resolution Procedure, Confidentiality, and Non-Solicitation, of this Agreement and the payment obligations described in any SOW shall survive the termination or expiration of the Agreement or SOW.

22. ENTIRE AGREEMENT. This Agreement and all exhibits constitute the entire and only agreement between the Parties. Each party acknowledges that in entering into this Agreement it has not relied on any representation or undertaking, whether oral or in writing, except for those expressly stated herein. Any purchase order provided by the Client will be limited by, and subject to, the terms and conditions of this Agreement.

23. **NON-EXCLUSIVITY**. This Agreement is non-exclusive, and both Parties remain free to enter into similar agreements with third parties. During the term of this Agreement, GovHR may perform Services for any other clients, persons, or companies as GovHR sees fit, so long as the performance of such Services does not interfere with GovHR's performance of obligations under this Agreement, and do not create a conflict of interest.

24. **THIRD PARTY BENEFICIARIES**. Except as specifically set forth herein, nothing in this Agreement is intended or shall be construed to confer upon any person or entity, other than the parties hereto and their successors or assigns, any rights or remedies under or by reason of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Master Services Agreement.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC **CREST HILL, ILLINOIS**

Name: A. Trey Traviesa Title: CEO Date: Name: Ray Soliman Title: Mayor Date:



EXHIBIT A EXECUTIVE RECRUITMENT STATEMENT OF WORK

As of July 23, 2024 ("Effective Date"), **GovHR**, a division of MGT of America Consulting, LLC ("GovHR") and the City of Crest Hill ("Client") execute this Statement of Work ("SOW") pursuant to the Master Services Agreement between the Parties dated July 23, 2024 ("Agreement").

1. PROJECT-

Executive Recruitment for the position of City Administrator.

2. SCOPE

GovHR will provide recruitment services in accordance with GovHR's proposal dated July 5, 2024, but at the City's request will not begin the recruitment until on or after March 1, 2025. All terms of the Proposal are incorporated herein by reference and supersede in the event of a conflict.

3. COMPENSATION AND REIMBURSABLE EXPENSES

a. Fee. The flat fee for the Services described above is \$20,500.b. Expenses. \$3,500 (not to exceed).

If GovHR is required to travel for provision of Services, GovHR must obtain prior written authorization from Client for reimbursement of actual expenses.

5. INVOICING AND PAYMENT

Recruitment Fee and advertising expenses incurred will be billed as follows: 1st Invoice upon Contract Award (40% of recruitment fee) 2nd Invoice upon Presentation of Candidates (40% of the recruitment fee and expenses to date) Final Invoice upon completion of recruitment (20% of fee plus all remaining

Final Invoice upon completion of recruitment (20% of fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

GOVHR, A DIVISION OF MGT OF AMERICA CONSULTING, LLC

CREST HILL, ILLINOIS

Name: A. Trey Traviesa Title: CEO Date: Name: Ray Soliman Title: Mayor Date:

Proposal JULY 5, 2024







City Administrator Recruitment Services

Submitted by:

MICHELE MORAWSKI ASSISTANT DIRECTOR, CLIENT SERVICES 790 FRONTAGE ROAD, SUITE 213 NORTHFIELD, IL 60093 224.415.3791

mmorawski@govhrusa.c

City of Crest Hill, Illinois

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CITY OF CREST HILL, ILLINOIS

CITY ADMINISTRATOR RECRUITMENT SERVICES JULY 5, 2024

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Item 4.

July 5, 2024

Anton Graff, Interim City Administrator City of Crest Hill 20600 City Center Boulevard Crest Hill, IL 60403

Dear Mr. Gaff,

Thank you for the opportunity to provide you with a proposal for the City Administrator recruitment and selection process for the City of Crest Hill, Illinois (City). Our proposal provides the City with firm qualifications, key experience, a detailed work plan and timeline, and associated fees to provide services that exceed expectations. We provide a tailored, personal approach to executive recruitment and selection, and can adapt to your specific requirements for the position.

We have some very exciting news to share. GovHR USA (GovHR) has recently been acquired by MGT of America Consulting, LLC (MGT). MGT is a nationally respected leader in public sector management consulting and technology services with a long track record in support of state, local, and education clients. GovHR and MGT are joining forces to take the next step in offering integrated solutions that can accelerate our most important shared goal: dramatically improving lives by *advancing and lifting up the communities we serve*.

Our consultants have worked in all areas of local government leadership including city/county management, human resources, public safety, finance, public works, parks and recreation, and utilities. This combined hands-on knowledge and experience has made MGT and GovHR proven leaders in public sector consulting.

MGT CONTACT INFORMATION

MGT HEADQUARTERS	MGT of America Consulting, LLC 4320 West Kennedy Boulevard Tampa, Florida 33609 P: 813.327.4717 www.mgtconsulting.com FEIN: 81-0890071
PROPOSAL CONTACT	Michele Morawski, Assistant Director, Client Services 790 Frontage Road, Suite 213 Northfield, Illinois 60093 224.415.3791 mmorawski@govhrusa.com

Thank you for the opportunity to submit a proposal to City of Crest Hill, Illinois. Should you have questions on any aspect of this proposal, please contact **Michele Morawski** at **224.415.3791** or **mmorawski@govhrusa.com**.

Regards,

Patrick J. Dyer, Vice President, Authorized to bind the firm

Firm Profile

We impact the communities we serve – for good.

MGT began operations in 1974 as a public sector research firm. Since then, we have significantly expanded our consulting capabilities and client offerings. Today, we are a national consulting firm specializing in *assisting clients to operate more efficiently and effectively*.

MGT has acquired a keen understanding of the structures, operations, and issues facing public entities. This understanding comes from **nearly 50 years** of experience providing innovative yet practical solutions to public sector clients. We provide objective, creative, expert services in the areas of human capital, finance, technology, programming, and planning. We draw on the expertise of our highly qualified staff, most of whom have prior careers at city-, county-, and state-level government offices. This insider's knowledge of government operations and structure gives MGT a competitive advantage and an ability to hit the ground running from the very start of a project.



Name: MGT of America Consulting, LLC (MGT)

Founded: 1974

Locations: Headquarters in Tampa, Florida; branch offices nationwide

Staff: 600+ consultants across the country

Structure: Privately held and client-driven

Cooperative Contracts:

Allied States Cooperative (ASC) #23-7449 The Interlocal Purchasing System (TIPS) #220601

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cybersecurity and Technology

MGT has successfully worked with clients on **more than 30,000 projects** to help them adapt to change while maintaining the vision and direction towards their short- and long-term goals. With the recent combination of GovHR, our firm includes **more than 600 professionals and administrative staff** to support our clients' success.

Our Commitment

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is:

We improve lives by advancing and lifting up your community.

This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

Part of our success is based upon our *promise to be flexible and responsive*. We are acutely aware of the political, economic, social, and technological factors that impact today's public sector clients. MGT is structured into several primary consulting divisions to support these needs. We are pleased to have the Government Consulting Experts within the MGT Performance Solutions Group responsible for leading the completion of this project.

Performance Solutions

The MGT Performance Solutions team has an impressive track record of providing *customized solutions, objective research, creative recommendations, and quality products* that respond to each client's unique needs and time requirements. GovHR is now a part of MGT's Performance Solutions Team.

GovHR USA

GovHR was originally formed as Voorhees Associates in 2009, changed its name to GovHR USA in 2013, and joined MGT *(the nation's leading social impact firm)* in 2023. GovHR provides public management consulting services to local government clients and other public-sector entities across the country. GovHR offers customized executive recruitment services, management studies, and consulting projects for local government and organizations who work with local government. Additionally, GovHR's GovTempsUSA division provides interim staffing solutions to keep operations moving during the recruitment process.

GovHR's consultants are experienced executive recruiters who have conducted **over 1,250 recruitments** working with cities, counties, special districts, and other governmental entities of all sizes throughout the country. They have held leadership positions within local government, giving them an understanding of the complexities and challenges facing today's public sector leaders.

GOVHR'S LEADERSHIP

Heidi Voorhees (847) 380-3240 HVoorhees@GovHRusa.com

Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients being repeat clients, attesting to the high quality of work performed for them. In addition to her 22 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois.



Joellen Cademartori (847) 380-3238 JCademartori@GovHRusa.com

Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

The Social Impact of MGT's Work

Impacting Communities. For Good.



Defined by Our Impact

We understand the goals of the City of Crest Hill, Illinois and how this search process will ensure a diverse pool of highly qualified candidates for the City.

The MGT team empowers organizations to enhance their teams through innovations in people, processes, and technology to *lift and strengthen their human resources solutions*.

MGT's Primary Consulting Divisions

Our firm includes **more than 600 professionals and administrative staff** to support our clients' success. MGT is structured into the following primary consulting divisions, along with various internal infrastructure groups to support our operations and growth.



Performance Solutions

Our Performance Solutions team provides world-class financial, human capital and equity solutions which enable clients to fully realize the potential of their most valuable resources. Our team excels at fiscal management and operational efficiency assessments that help clients make data-driven decisions, anticipate workforce issues, and integrate technologies to empower our clients to generate critical income and elevate enterprise performance objectives.



Education Solutions

Our Education Solutions originate in our commitment to ensuring that every student has access to a high-quality education as they discover and realize their profound potential.

From pre-K-12 to higher education, we partner with schools, districts, state agencies and colleges and universities to deliver performance improvement and innovation and transformation planning and implementation.



Technology Solutions

Our Technology Solutions business supports state, local, education and private companies as they seek to improve and protect their network infrastructure and data for greater resiliency. We offer world-class IT infrastructure management, cyber security and strategic IT professional staffing. Our deep engineering expertise is foundational to all MGT's technology solutions.

Why Choose MGT/GovHR?

- ✓ Unparalleled Expertise and Level of Service. With executive recruitment experience in 44 states, and in communities ranging in population from 1,000 to 3,000,000, we are a leader in the field of local government recruitment and selection. More than 40% of our clients are repeat clients, and 94% of surveys show our overall performance rating as Outstanding indicating a plan to use our services and/or highly recommend us in the future.
- ✓ Delivering the Best. We conduct comprehensive due diligence on candidates. Our state-ofthe-art process includes extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensuring successful recruitment for the City. We will provide important information to potential candidates by developing a high quality, thorough Recruitment Brochure reflecting the knowledge we will have about your community and your organization. Before we recommend a candidate to you, we ask probing questions that will verify their expertise during video interviews, reference calls, and news and social media searches.
- ✓ A Partner from Start to Finish. We are your partners in this important process. We welcome you to review all the resumes we receive, and we will share our honest assessment of the candidates. Our goal is your complete satisfaction. We can strategize with you on a variety of approaches for meeting your recruiting needs, including evaluation of internal candidates, identification of non-traditional candidates who meet your recruitment requirements, succession planning, and mentoring options. We are committed to working with you until you find the candidate that is the best fit for your position.
- Services for Any Budget and Any Search. We strive to meet the specific needs of our clients by offering several options for recruitment services to meet your budget. Our services range from Full Executive Recruitments to Virtual Recruitments and even simply Professional Outreach for those who want to reach a broader network. In the following proposal, we have provided the scope we believe **best fits your needs**.



"We were very impressed by how efficient they worked, their methodology, their insight, and their professionalism.

I would highly recommend MGT and hope to do business with them again for our next study."



The success of a consulting engagement is founded on the qualifications of the project team and the way in which it is structured and managed.

MGT employs a team of professionals with backgrounds in local government and the not-for-profit sector. With the City's staffing needs in mind and due to the significance of this recruitment, we have assigned our highly knowledgeable and experienced consultant, Ryan Cotton. He will act as your project manager and primary point of contact for this project. His biography is attached as **Appendix A**.

Project Manager & Main Point of Contact



RYAN COTTON

Vice President 616-638-8910 RCotton@GovHRusa.com

Proposal Inquiries



MICHELE MORAWSKI

Assistant Director Client Services 224.415.3791 MMorawski@GovHRusa.com ltem 4.

Project Approach & Methodology

A detailed plan specifically designed for you.

Project Understanding

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search.

Our clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.



MGT: EXPERTS IN RECRUITING

"The coordination by the consultant helped to alleviate the workload of internal staff. Consultant was willing to customize the process based on the City's needs."



Proposed Work Plan

PHASE 1 POSITION ASSESSMENT, POSITION ANNOUNCEMENT, & BROCHURE

Activities

MGT treats each executive recruitment as a transparent partnership with our client. We believe in engaging with stakeholders early in each recruitment process to fully understand the challenges and opportunities inherent in the position. Understanding the organizational culture is critical to successful recruitment. We gain this insight and information through meetings (one on one and in small groups),

surveys, and a review of relevant information. This information is reflected in a polished marketing piece that showcases the organization and the area it serves.

INFORMATION GATHERING

- One-on-one or group interviews with stakeholders identified by the City.
- Community forums (in-person or via video) can be used to gather input and feedback.
- Surveys can be used for department personnel and/or the community to gather feedback.
- Conversations/interviews with department heads.

A combination of the items listed above can be used to fully understand community and organizational needs and expectations for the position (this proposal includes 12 hours of meetings – additional meetings can be added for a fee of \$150/hour plus actual expenses if incurred). One organizational survey is included. A Community Survey can be conducted for \$2,500. Community Forums are conducted as an optional service.

Development of a **POSITION ANNOUNCEMENT** to be placed on websites and social media.

Development of a thorough **RECRUITMENT BROCHURE** for City review and approval.

Agreement on a detailed **RECRUITMENT TIMETABLE** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to the appointment of the finalist candidate.

PHASE 2 ADVERTISING, CANDIDATE RECRUITMENT, & OUTREACH

Activities

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. Our website is well known in the local government industry – we typically have 17,000+ visits monthly to our website and career center. Additionally, our weekly jobs listings are sent to over 8,000 subscribers.

Phase 2 will include the following:

- MGT consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills.
 - Size of organization.
 - Experience in addressing challenges and opportunities also outlined in Phase 1.
 - The database will range from several hundred to thousands of names. An email campaign will be sent to each potential candidate.
- Placement of the Position Announcement:
 - Public sector online Career Centers.
 - Social media: LinkedIn (posted on MGT Executives LinkedIn news feeds to reach over 50,000 connections), Facebook, and Instagram.
 - MGT will provide the City with a list of advertising options for approval.

PHASE 3 CANDIDATE EVALUATION & SCREENING

Activities

Phase 3 will include the following steps:

- Review and evaluation of candidates' credentials with consideration to the criteria outlined in the Recruitment Brochure.
- Candidates will be narrowed down to those that meet the qualification criteria.
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience.
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate.
 - References provided by the candidate are contacted.
 - Internet/Social Media search conducted on each finalist candidate.

All resumes will be acknowledged and inquiries from candidates will be personally handled by MGT, ensuring the City's process is professional and well regarded by all who participate.

PHASE 4 PRESENTATION OF RECOMMENDED CANDIDATES

Activities

Phase 4 will include the following steps:

- MGT will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- MGT will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" resume for each candidate so that credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review resumes if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

MGT will meet with the City to review the recruitment report and provide additional information on the candidates.

PHASE 5 INTERVIEWING PROCESS & BACKGROUND SCREENING

Activities

Phase 5 will include MGT completing the following steps:

- Develop the first and second round interview questions for City review and comment.
- Coordinate candidate travel and accommodations.
- Provide City with an electronic file that includes:
 - Candidates' credentials.

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- Set of questions with room for interviewers to make notes.
- Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities.

Background screening will be conducted along with additional references contacted:

MGT BACKGROUND SCREENING

- ✓ Social Security Trace & Verification
- ✓ US Federal Criminal Search
- ✓ Enhanced Verified National Criminal
 - National Sex Offender Registry
 - Most Wanted Lists: Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Interpol
 - Office of Foreign Assets Control (OFAC) Terrorist Database Search
 - Office of the Inspector General (OIG), General Services Administration (GSA), System for Award Management (SAM), Food and Drug Administration (FDA)
 - All felonies and misdemeanors reported to the National Database

- ✓ County/Statewide Criminal
- ✓ Civil Search
- ✓ Bankruptcy, Leans, and Judgements
- ✓ Motor Vehicle Record
- ✓ Education Verification All Degrees Earned
- Investigation (FBI), Drug Enforcement Agency (DEA), Bureau of Alcohol, Tobacco, Firearms (based on position and state laws)

Optional:

- Professional License Verification
- Drug Screen
- Employment Verification

MGT will work with you to develop an interview schedule for the candidates and coordinate travel and accommodations. MGT consultants will be present for all the interviews, serving as a resource and facilitator.

MGT will coordinate a 2-Step Interview process. The first-round interviews will include four to five candidates. The second-round interviews will include two or three candidates. MGT will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities.
- Interviews with senior staff.

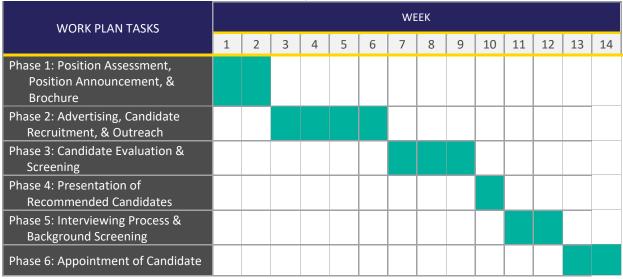
PHASE 6 APPOINTMENT OF CANDIDATE

Activities

- MGT will assist you as much as requested with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- MGT will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline

Based on our experience in conducting similar projects, we anticipate the proposed project can be completed within 14 weeks of project initiation as illustrated in **Exhibit 1**.





Commitment to Diversity, Equity, & Inclusion in Recruitments

MGT is a leader in diversity, equity, and inclusion (DEI) consulting services, strategic planning, and organization transformation. MGT's experience working in diverse communities across the United States and working with organizations seeking to change organization culture is critical to the success of all our projects. We have a track record of building awareness, solutions, and direction for systemic change by generating transformative ideas and solutions, information, and practices into operational strategies, which help us stand out in all our projects.

MGT is also one of the original and premier disparity research firms in the country. Disparity studies were the first instance of bringing principles of diversity, equity, and inclusion into the public sector, through the procurement process, and since 1990, **MGT has conducted more than 230 public sector disparity studies**. These studies are designed to improve procurement departments, promote and advance equity, and improve economic outcomes for diverse communities that have been historically marginalized by analyzing policies, practices, and programs to increase the utilization of minority- and women-owned businesses. Clients that have conducted a disparity study are in the unique position to increase and improve systematic equity through procurement and contracting, which can ultimately promote economic empowerment by creating strong business and employment pipelines in communities of color.

MGT's GovHR also has a long-standing commitment to DEI. Since the firm's inception they have supported, with their time and financial resources, organizations that advance underrepresented populations in local government. These include the National Forum for Black Public Administrators, the Local Government Hispanic Network, The League of Women in Government, and CivicPride. Our Team Members have moderated and spoken on DEI topics at the International City and County Management Association conference and state conferences. Our employees and consultants have undergone Implicit Bias Training, and we are frequent speakers on incorporating equity and inclusion into all levels of local

government. Additionally, we provide a list of DEI resources on the homepage of the website at GovHRusa.com.

MGT's GovHR has formally partnered with the National Forum for Black Public Administrators' consulting arm, i4x, and in several recruitment and selection processes throughout the country including Toledo, OH; Fort Collins, CO; Ann Arbor, MI; Oakland, MI; and Arlington, TX. Our partnership reflects our mutual commitment to advancing DEI values and increasing the diversity of local government leaders at the highest levels of local government organizations.

MGT/GovHR's Recommendations to RECRUIT and Retain Top Talent

RESPONSIVE: ROLL OUT THE WELCOME MAT! Candidates may struggle with relocating for a new position as well as being concerned about the "fit" with a new team. It is important to include costs for your top candidate(s) to travel to your location for the final interview process. Our team will work with you to create a welcoming, informative experience for both you and the candidate(s).

ENCOURAGING: Employee development is a must-have in today's market. Candidates appreciate their employer investing in them as much as they are investing themselves in the job. Consider "up and coming" candidates who may lack one or two preferred skills and assign a mentor or invest in a course to encourage their professional development. A mentor/training program will also help establish a peer-to-peer connection and make them feel more comfortable about the transition to a new job.

COMPETITIVE: Our team will guide you in offering a competitive market rate compensation and competitive benefits package attractive to today's candidates. Competitive employers must include relocation expenses and should consider signing bonuses and temporary housing.

RESOURCEFUL: Review your job description – do you need public sector experience? Are the years' experience you list essential, or can that be preferred? Consider a more resourceful approach when reviewing candidates' experience. Carefully assess requirements such as Certified Public Accountant (CPA), Professional Engineer, and others that will limit your talent pool – consider using the word "ideally" or "preferably."

UNDERSTANDING: These past few years have, without a doubt, changed the work environment. Competitive employers have recognized this and are offering flexible/hybrid/remote work options. Those positions that offer this type of flexibility consistently receive a better candidate response rate.

INNOVATIVE: Think about what is unique and attractive about your community and organization and highlight that in your recruitment efforts. Talk about organizational culture and what your values are with respect to your employees. MGT will assist you in being as innovative as possible in your outreach.

TRANSPARENT: Some states now mandate listing salary ranges in any job advertisements or postings. More and more companies are showing at least a salary range in their postings to promote pay transparency and equity. Post the salary range you will use for hiring – it is public information. If we make it too difficult for candidates to find out the salary, they will move on to the next opportunity.

Cost Proposal

Defined by Impact. Driven by People. Dedicated to the Community.

We take pride in customizing our client's needs — and we will work with you to ensure our fees are aligned with your expectations and budget.

Full Scope Recruitment

Summary of Costs	Price
Recruitment Fee (includes \$1,000 repeat client discount)	\$20,500
Recruitment Expenses (not to exceed) Expenses include candidate due diligence efforts	\$1,500
Advertising *Advertising costs over \$2,000 will be placed only with client approval. If less than \$2,000, Client is only billed for actual cost.	\$2,000*
TOTAL:	\$24,000**

**Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, travel costs will be estimated at time of request. Only actual expenses will be billed to the City for reimbursement.

Possible in-person meetings could include:

- Recruitment brochure interview process
- Presentation of recommended candidates
- Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$150/hour. The additional visits may also result in an increase in the travel expenses billed.

*This fee does not include travel and accommodation for candidates interviewed.

Payment for Fees & Services

- **1**st Invoice: Contract Award (40% of the Recruitment Fee).
- 2nd Invoice: Presentation of Candidates (40% of the Recruitment Fee & expenses incurred to date).
- Final Invoice: Completion of Recruitment (20% of the Recruitment Fee plus all remaining expenses).

Payment of invoices is due within thirty (30) days of receipt.

Optional Services

The Nation's Recruitment Leader.

Having a solid plan in place is the only way to reach your long-term vision and goals, and we want to see you thrive. Our variety of services can be personalized to make the most of your strengths and give you an extra layer of support where you need it. We offer the following additional service offerings:

GOVTEMPSUSA

Need an Interim? GovTempsUSA, a division of MGT, specializes in the temporary placement of positions in local government. The firm offers short-term assignments in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their careers.

RECORDED ONE-WAY VIDEO INTERVIEW OF CANDIDATES

Candidates we recommend for your consideration can complete a one-way video interview with three to five questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview at a cost of \$100 per candidate.

LEADERSHIP/PERSONALITY TESTING

MGT has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the City is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC, and others. Depending on the evaluation type, selected fees can range between \$100 to \$500 per candidate.

360° EVALUATION

As a service to the City, we offer the option of providing you with a proposal for a 360° performance evaluation for the appointed position at six months into their employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the City feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, MGT will prepare a proposal for this service.



The biography of our proposed consultant is provided on the following page.

Item 4.



Ryan Cotton

MGT

Vice President | *GovHR, within MGT's Social Impact Solutions*

Ryan Cotton is a Vice President with GovHR USA and has over 35 years of experience as a local government management professional in multiple communities across five states: Lake Forest, Illinois; Upper Arlington, Ohio; Montpelier, Vermont; Grand Haven, Spring Lake, and Holland, Michigan; and Duvall, Washington. Mr. Cotton is an ICMA Credentialed Manager.

Mr. Cotton has conducted talent recruitments for city and county managers; department directors; and engineering, utility, airport, economic development, building, and city attorney staff searches in seven states (NY, MI, IL, WI, CO, WA, and CA). Mr. Cotton has also completed



strategic plans, organization studies, and facilitations in two states (VT and MI). He has completed grant writing and financial resourcing in three states (MI, IL, and WY). Mr. Cotton further accomplished GovTemps' recruitments in two states (MI and WA). Lastly, Mr. Cotton assisted with compensation studies in three states (MA, MI, and IL). Mr. Cotton has seven years of consulting experience.

From 2012 to 2017, Mr. Cotton served as the City Manager of Holland, a progressive, vibrant, diverse community in West Michigan. During his tenure in Holland, Mr. Cotton was responsible for a \$36 million budget and 185 full-time employees. Consensus on \$28 million in capital asset redevelopment was accomplished. Mr. Cotton was known for his organizational planning and facilitation, strategic management, neighborhood redevelopment, fiscal management, multicultural human relations, intergovernmental collaboration, and grant outcomes.

Mr. Cotton served as the Village Manager in Spring Lake, MI from 2002 to 2012 and as City Manager in Grand Haven, MI from 1995 to 2002. Spring Lake and Grand Haven are full-service, waterfront communities with high service demands. In Spring Lake, new intergovernmental agreements resulted in shared and expanded services. Mr. Cotton facilitated multiple community consensus building opportunities including master plans and strategic plans.

Prior management services were provided to Lake Forest, IL and Upper Arlington, OH in assistant manager positions. Mr. Cotton moved to Montpelier, VT from 1986 to 1994 where he served as City Manager, Legislative Director, and grew regional collaboration for improved ambulance services. He also assisted the Vermont League of Cities and Towns on municipal recruitment and team building. In each community, Mr. Cotton oversaw labor relations and conducted strategic planning and facilitation for multiple non-profits. Mr. Cotton served in leadership roles for regional services and on statewide boards.

Mr. Cotton brought in more than \$25 million in grants and other non-local tax funding to communities in IL, VT, MI, and WY – achieving a 95% success rate.

Mr. Cotton also has extensive experience in WA where he served as an Interim City Manager and conducted multiple executive searches, as well as recruitments from NY to CA.

Professional Education

Master of Arts degree in Political Science, Western Michigan University

Master of Public Administration degree, University of Kansas

Bachelor of Arts degree in Public Administration, Miami University, OH

Memberships and Affiliations

Michigan Municipal Executives

Michigan Local Government Managers Association, Former Board of Directors

West Michigan Strategic Alliance, Former Board of Directors

Professional Development & Speaking Engagements

- Adjunct Instructor, Grand Valley State University and Hope College
- Michigan Municipal League Winter Conference, 2019
- West Michigan Green Infrastructure Conference, Michigan Department of Environmental Quality Grand Valley State University, Grand Rapids, Michigan, 2015
- Testimony to State of Michigan House and Senate Committees, On-Bill Energy Legislation, resulting in eventual adoption and Governor's signature, 2014.





MGT

Ryan Cotton

Vice President | GovHR, within MGT's Social Impact Solutions

- Michigan Association of Municipal Attorneys, The ABCs for Municipal Attorneys, Lansing, Michigan, 2009
- Testimony to the State of Michigan House Committee on Land Use and the Environment, Impact Fees, 2013
- Michigan City Management Association, Community Information Systems, Ypsilanti, Michigan, 1999
- Michigan Municipal League, Building a Sense of Place Grants, Muskegon, Michigan, 1998
- Vermont Association of Realtors, Impact Fees, and Cities, 1988
- National Caucus of New England Legislators, Growth in New England, in Manchester, New Hampshire, 1988
- International City Manager Association National Conference, Service Request Systems, San Antonio, Texas, 1984

Professional Background

Over 35 years of experience as a local government management professional

- Interim City Administrator, Duvall, WA, 2021
- Interim City Manager, Eastpointe, MI, 2019
- Interim Village Manager, Caledonia, MI, 2019
- Interim City Manager, Eastpointe, MI, 2018
- City Manager, Holland, MI, 2012-2017
- Village Manager, Spring Lake, MI, 2002-2012
- City Manager, Grand Haven, MI, 1995-2002
- City Manager, Montpelier, VT, 1986-1994
- Assistant City Manager, Upper Arlington, OH, 1984-1986
- Assistant to the City Manager, Lake Forest, IL, 1982-1984

RESOLUTION NO.

A RESOLUTION APPROVING A MASTER SERVICES AGREEMENT FOR PHASE I INTERNAL CONTROL REVIEW SERVICES BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND SIKICH LLC FOR AN AMOUNT NOT TO EXCEED \$7,500.00

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

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

WHEREAS, the Corporate Authorities have determined that the City of Crest Hill is in need of consultant services to perform a review, assessment, analysis, and recommendations regarding the City's Internal Controls; and

WHEREAS, Sikich LLC (the "Company"), is an Illinois Limited Liability Company that is in the business of providing Forensic Consulting Services, including but not limited an evaluation of the City's Internal Controls (the "Services"); and

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

WHEREAS, the Company has prepared and provided to the City a Master Services Agreement for Internal Control Review Services (the "Agreement") by which the Company will be engaged to perform the Services (a copy of the Agreement is attached hereto as <u>Exhibit A</u> and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of the Agreement (<u>Exhibit A</u>) are fair, reasonable, and acceptable to the City and that the same is hereby approved in form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company with the understanding that following the initial assessment, not to exceed \$7,500.00, the scope of the Phase II Internal Control Review Services and development of a future Budget will be subject to City Council review and approval.

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 approval, as provided by law.

[Intentionally Blank]

PASSED THIS 5TH DAY OF AUGUST, 2024.

-22	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin				
Alderman Mark Cipiti				
Alderman Nate Albert				
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
5 5				

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 5.

EXHIBIT A



200 W. Madison Street, Suite 3200 Chicago, IL 60606 312.541.9300

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July 23, 2024

The Honorable Raymond Soliman, Mayor City of Crest Hill 20600 City Center Blvd Crest Hill, IL 60403

Re: Master Services Agreement for Internal Control Review Services for City of Crest Hill, Illinois

Dear Mr. Soliman:

This engagement agreement (the "Agreement") between Sikich LLC, an Illinois limited liability company ("Sikich," "we," "our," or "us") and the City of Crest Hill, Illinois ("Client," "you," or "your"), sets forth the mutual agreements regarding professional forensic services (the "Services") that we will provide to you.

Services and Fees

This Agreement confirms that the Client has retained Sikich to provide internal control review services. Our understanding is that you will direct our engagement including the scope of our Services and approve the Services we will provide under this Agreement. Phase I of these Services will include work sufficient to develop a work plan and budget. All deliverables provided under this Agreement will be in a format suitable for your needs (the "Deliverable"). We understand and you acknowledge and agree that the Services are being performed for internal use only and that our work cannot be considered an audit or attest engagement as defined by the American Institute of Certified Public Accountants and should not be referred as an audit in the City Council's proceedings, but rather as a consulting engagement.

The fees for the Services will be in the amount of \$350 per hour. The estimated fee for Phase I will not exceed \$7,500.

We will charge the Client for out-of-pocket expenses incurred in connection with provision of Services, including, among others (as applicable), industry research reports and materials, travel and living expenses (meals, lodging, etc.), fees to professionals for consultation or technical matters, and other direct engagement expenses, if any.

As the Services progress, related charges will be billed on a monthly basis. Payment is due upon receipt of the invoices. In the event that you should disagree with or question any amount due under an invoice, you agree that you shall communicate such disagreement to us in writing within fifteen (15) working days of the invoice date. Disagreement with any amount not made known to us in writing within that period is considered invalid. We retain the right to discontinue the Services (and at our opinion, terminate this Agreement) if the Client's account balance becomes 30 days past due. In addition, amounts past due for more than 30 days will be subject to an interest charge of 1.5% per month from the date of invoice. If we elect to terminate our Services for nonpayment, or other reasonable causes such as failure to provide the information or cooperation necessary for successful performance of our Services, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our Deliverable. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Item 5



Management Responsibilities

You agree to make all management decisions, perform all management functions, and assume all management responsibilities for the Services; oversee the Services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the Services performed; and to accept responsibility for the results of the Services, including decisions regarding the implementation of any recommendations provided by us.

The Client will establish and maintain internal controls relevant to its organization, including the security of email accounts or other methods used to communicate with our engagement team members, and monitoring the effectiveness of their operation.

Use of and Access to Deliverables

Sikich is providing the Services and the Deliverable, and any other deliverables hereunder, solely for the Client's internal use and benefit. The Services, Deliverable and other deliverables are not for third party's use, benefit, or reliance and Sikich disclaims any contractual or other responsibility or duty of care to any third party based upon the Services, the Deliverable or any other deliverables issued hereunder. Access to the Deliverable or any findings in our Deliverable are limited to the Client, its management, and their respective advisors. Except as otherwise provided herein, the Client shall not discuss the Services with or disclose the Deliverable or any other deliverables to any third party, or otherwise disclose the Services, Deliverable or other deliverables without Sikich's prior written consent. The Client will indemnify and hold Sikich harmless from any and all claims asserted by a third party as a result of such unauthorized release of the Report or other deliverables or reliance on the Services, Deliverable or other deliverables. Any third-party recipient of the Deliverable or other deliverables will first be required to execute a letter regarding their access to the Deliverable or other deliverables and acknowledgment of their non-reliance on the Deliverable and other deliverables among other conditions. Our Deliverable may not be used by the Client or any other person for any other purpose without our prior written consent, which may be granted or withheld in our absolute discretion. We have no responsibility to update our Deliverable for events and circumstances that occur after the date of its issuance. If for any reason we are unable to complete the Services, we will not issue a Deliverable.

Standards and Confidentiality

This engagement will be conducted according to the guidelines outlined by the AICPA's Statement on Standards for Consulting Services.

The Services will be performed based on information you provide to us. We will not audit, compile, or review any financial statements, forecasts, or financial data provided to us and will rely on such data without verification. To the extent we collect data from third party sources, we do not warrant the accuracy, completeness, or reliability of the data obtained will not verify or audit this information. Our engagement does not include any procedures designed to detect errors, fraud, theft, or other wrongdoing or illegal acts. Therefore, our Services cannot be relied on to disclose such matters, or other illegal acts that may exist, nor will we be responsible for the impact on our Services of incomplete, missing, or withheld information, or mistaken or fraudulent data provided from any source or sources. In addition, we are not responsible for identifying or communicating deficiencies in your internal controls. You are responsible for developing and implementing internal controls applicable to your operations.

This engagement is limited to the Services described above. We will not make management decisions or perform management functions on your behalf, nor will you request that we do so. You understand and agree that the Services may include advice and recommendations based upon our knowledge, training, and

ACCOUNTING TECHNOLOGY ADVISORY

experience. However, at all times, the decisions related to implementation of the advice and recommendations we provide are solely your responsibility. If you ask us to assist you in implementing any advice or recommendation, we will confirm this representation in a separate agreement.

All information and materials of any form or description collected by us in the course of our Services shall constitute our work files and will at all times, during and after completion of our Services, remain in our exclusive possession. We shall have unlimited discretion to retain, discard, or dispose of our work files but will at all times maintain all information and materials provided by the Client in strictest confidence.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. Some of these third-party service providers may be offshore. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards designed to protect the confidentiality of your personal information. In addition, we will enter into confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that such service providers have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers engaged by us.

We will use reasonable efforts to keep strictly confidential the Deliverable, its existence, and content, as well as the identity of the Client and other identifying information. We will nevertheless have no liability to the Client or any third party for information disclosed in, or pursuant to, any ruling, order, or proceeding of any court or other judicial or non-judicial forum or of any regulatory agency or similar instrumentality.

In accordance with the final rules published by the Federal Trade Commission, commonly referred to as the Gramm-Leach-Bliley Act, the following disclosures are made: In the process of preparing the tasks included in the assignment, we may collect from you, or with your authorization, certain essential information which is non-public and personal, such as information concerning income, expenses, assets, liabilities, and other similar information. We follow reasonable standards for protecting the confidentiality and security of the non-public personal information collected. We will not disclose any non-public personal information about you to any third party, except as permitted by you or required by law.

The Client hereby acknowledges and consents to Sikich's use of third-party cloud computing services to store confidential and proprietary information and other data of the Client and agrees that Sikich's use of such cloud services coupled with the use of encrypted devices, password protections and firewall protection shall constitute the best efforts of Sikich to safeguard such information and data from unauthorized disclosure. The Client further agrees that, subject to applicable law, Sikich shall only be liable if it has finally judicially been determined that Sikich did not take commercially reasonable measures to protect the confidential and proprietary information and other data of the Client from unauthorized disclosure.

In connection with this Agreement, we may communicate with you or others via e-mail transmission. As e-mails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third-party or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that e-mails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of e-mails transmitted by us or in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use

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of e-mail transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits or disclosure or communication of confidential or proprietary information. Communications by email are authorized unless written objection is provided to us prior to any such communication.

As a result of our prior or future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, regulatory inquiry or arbitration or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request.

Disputes; Indemnification; Legally Binding Contract; Other

This Agreement is a legally binding contract between the Client and us and will be binding upon, and inure to the benefit of, their respective heirs, assigns, successors-in-interest, and legal representatives (as applicable). It may not be amended without the prior written consent of both parties.

The Client shall indemnify and hold harmless Sikich and its principals, directors, employees, agents or subcontractors against all costs, damages, and liabilities (including reasonable attorneys' fees, costs and expenses) associated with any third-party claim or proceeding, relating to or arising out of our provision of Services under this Agreement, other than as determined through arbitration to have been caused by the gross negligence or willful misconduct of Sikich.

You acknowledge and agree that in no event will Sikich be liable to the Client or any related party thereto, whether a claim be in tort, contract or otherwise, for any amount in excess of the total fees paid by the Client to Sikich pursuant to this Agreement, or for any, incidental, indirect, punitive, special, exemplary, lost profits similar damages or consequential damages of any kind.

No (i) direct or indirect holder of any equity interests or securities of Sikich, (ii) affiliate of Sikich, or (iii) director, officer, employee, representative, or agent of Sikich, or of an affiliate of Sikich or of any such direct or indirect holder of any equity interests or securities of Sikich (collectively, the "Sikich Affiliates") shall have any liability or obligation of any nature whatsoever in connection with or under this Agreement or the transactions contemplated hereby, and Client waives and releases all claims against such Sikich Affiliates related to any such liability or obligation.

In the event of a dispute involving interpretation or performance under this Agreement, the dispute shall be submitted to arbitration under the rules of commercial arbitration of the American Arbitration Association, the results of which shall be binding on all parties to this Agreement. The arbitration shall be conducted in Chicago, Illinois. The party prevailing at the arbitration shall recover its costs and expenses, including attorneys', arbitrators', and stenographers' fees from the other party.

THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF ILLINOIS. SIKICH AND CLIENT KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF OR IN CONNECTION WITH THE ENGAGEMENT OF SIKICH PURSUANT TO, OR THE PERFORMANCE BY SIKICH OF THE SERVICES CONTEMPLATED BY, THIS AGREEMENT.



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If either party hereto desires to terminate its relationship with the other or the engagement, it may do so at any time for any reason by giving written notice to the other party. In such event, Sikich will be paid for fees and expenses incurred through the termination date, as well as for reasonable engagement closing costs.

It is understood and agreed that Sikich will for all purposes be an independent contractor, will not hold itself out as representing or acting in any manner for the Client, and neither Sikich nor the Client will have any authority to bind the other party to any contract or in any other manner. Sikich and the Client do not intend to create a joint Client relationship, and Sikich and the Client each represents that it is the sole employer of its employees. Sikich shall not and does not have the right to control the Client's employees' essential terms and conditions of employment, including hiring its employees, determining their wages and benefits, or assigning, scheduling, training, disciplining, or terminating the Client's employees.

The Client represents and warrants the following with respect to the U.S. Treasury Department's Office of Foreign Assets Control (OFAC): (a) the Client does not have any nexus with persons or entities on any of OFAC's sanctions list (e.g. SSI, SDN, FSE etc.) either through large shareholders, employees, beneficial owners, vendors, affiliated entities (i.e. affiliates or subsidiaries), third parties, customer base or otherwise; (b) the Client does not have any operations in any comprehensive OFAC sanctioned country (including Cuba, Iran, Syria, Sudan, North Korea, the Crimea); (c) the Client does not have any operations in any limited OFAC sanctioned country program; or (d) the Client does not remit payment for Sikich's fees and expenses from an OFAC sanctioned country.

Sikich shall not be deemed in default of any provision of this Agreement or be liable for any delay, failure in performance, or interruption of the Services resulting directly or indirectly from acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, strike and other labor disputes, fires, floods, other catastrophes, and other forces beyond its reasonable control.

All notices given under or pursuant to this Agreement will be sent by national courier, Certified or Registered Mail, Return Receipt Requested, and will be deemed to have been delivered when physically delivered to the Client or Sikich at the following address:

If to Sikich:

Sikich LLC 1415 W. Diehl Road, Suite 400 Naperville, IL 60563 Attention: Mary O'Connor

If to the Client:

City of Crest Hill, Illinois 20600 City Center Blvd. Crest Hill, IL 60403 Attention: Raymond Soliman With a copy to:

Sikich LLC 1415 W. Diehl Road, Suite 400 Naperville, IL 60563 Attention: Office of General Counsel

With a copy to:

Spesia & Taylor 1415 Black Road Joliet, IL 60435 Attention: Michael R. Stiff

Those provisions that by their nature are intended to survive termination or expiration of this Agreement and any right or obligation of the parties in this Agreement which, by its express terms of nature and context is intended to survive termination or expiration of this Agreement, shall so survive any such termination or expiration.



Miscellaneous

Entire Agreement: This Agreement constitutes the entire agreement between Sikich and the Client, regarding the terms of this Agreement. In the event the Client requires Sikich to execute a purchase order or other Client documentation in order to receive payment for Services, the terms and conditions contained in such purchase order or documentation shall be null and void and shall not govern the terms of this Agreement. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein and supersedes any other such promises or representations. This Agreement can only be modified by a written agreement signed by duly authorized representatives of each party.

Counterparts: This Agreement may be executed in counterparts (and by facsimile or other electronic means), each of which shall constitute an original and all of which together will be deemed to be one and the same document.

Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision.

Authority; Due Authorization; Enforceability: Each party hereto represents and warrants that it has all requisite power and authority to enter into this Agreement and to perform its obligations hereunder. Each party hereto further represents and warrants that this Agreement has been duly and validly authorized by all necessary corporate action and has been duly executed and delivered by each such party and constitutes the legal, valid, and binding agreement of each such party, enforceable in accordance with its terms.

Counsel Representation: The terms of this Agreement have been negotiated by the parties hereto, who have each been represented by counsel, there shall be no presumption that any of the provisions of this Agreement shall be construed adverse to any party as "drafter" in the event of a contention of ambiguity in this Agreement, and the parties waive any statute or rule of law to such effect.

Assignment: This Agreement may not be assigned by any party hereto without the prior written consent of the other party. Any attempted assignment of this Agreement made without such consent shall be void and of no effect, at the option of the non-assigning party.

Headings: Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this Agreement.

SIKICH.COM

The Client understands and acknowledges that our Services and work product will be subject to the terms of this Agreement.

The Client acknowledges having read this Agreement in its entirety, has had full opportunity to consider its terms in consultation with its legal and financial advisors, has had full and satisfactory explanation of the same, and fully understands and agrees to be bound by the terms of this Agreement.

Please indicate your understanding and acceptance of this Agreement and your intention to be legally bound hereby by executing this Agreement in the space provided below where indicated and return it to our offices indicating your authorization for us to proceed on the above terms and conditions. Please retain the second copy of this Agreement for your files.

Sincerely,

Sikich LLC

Harry Amar

Mary O'Connor, ASA, CRE, CMI, CFE

Principal

The undersigned agrees to proceed on the above terms and conditions provided herein.

The Honorable Raymond Soliman, Mayor of the City of Crest Hill City of Crest Hill, Illinois

Signature:

Title:

Date:

Agenda Memo





Meeting Date:	August 5, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	Resolution approving an Intergovernmental agreement between the City of Crest Hill and Lockport Township Park District for cost-sharing regarding the design, construction, annual maintenance, and annual events at the City of Crest Hill City Center and Park.

Summary: Attached is a Lockport Township Park District signed Intergovernmental Agreement (IGA) for cost-sharing regarding the design, construction, annual maintenance, and annual events for a new playground located on the property just west of the City Hall Complex. The agreement is the same as presented at the May 13, 2024 workshop. Highlights of the IGA are as follows:

- The Park District will provide \$250,000.00 towards the construction of playground equipment and stabilized surface which will be part of the Phase One construction of City Center Park. These funds will be due to the city 90 days after commencement of Phase One.
- Upon final completion of phase One the City will convey to the Park District the playground parcel for a fee of Ten (10) dollars in which the Park District will solely be responsible for maintenance of the playground equipment, surface and drainage and storm sewer structures, and shall be responsible for obtaining all necessary liability and property and casualty insurance for the property transferred.
- Any repairs of the drainage and storm sewer system beneath the playground shall be split 50/50 between both parties.
- The Park District shall bear the sole cost, expense and responsibility of having the City Center Playground area and equipment inspected at least twice annually. All minor repairs of the playground are equipment shall be made by the Park District at its sole cost and expense. Minor repairs to the playground equipment are defined as costs of \$5,000 or less.

- The Park District prior to completion of Phase Two will organize, plan, hold and insure, at its own expense, a minimum of one (1) annual event beginning in the calendar year after final completion of Phase One.
- The Park District will organize, plan, hold and insure, at its own expense, a minimum of one (1) annual concert beginning in the calendar year after final completion of Phase Two. The date and time of said events will be mutually determined by the parties. The Park District shall apply for all permits and approvals from the City with the sole final approval by the City.
- The Park District shall be granted the exclusive right to sell alcoholic beverages at the events and the city will waive food and beverage license fees. Revenue generated from said events will be exclusive to the Park District.
- The city will be solely responsible for the design, bidding process, construction, construction inspection and purchase and installation of the Phase One project. The Park District will provide technical assistance for this phase at no cost to the city.
- The City will provide at its sole cost and expense police officers for one (1) annual event held by the Park District, Any additional events the cost of police officers will at the expense of the Park District. Park District's event organizers will be required to meet with City representatives at least sixty (60) days prior to any event to coordinate adequate security staffing for the event.

Recommended Council Action: Resolution approving an Intergovernmental agreement between the City of Crest Hill and Lockport Township Park District for cost-sharing regarding the design, construction, annual maintenance, and annual events at the City of Crest Hill City Center and Park.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Resolution

Draft CH-PK DIST IGA re City Ctr Playground LTPD Signed

Exhibit 1

RESOLUTION NO.

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

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 Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Lockport Township Park District (hereinafter referred to as "PARK DISTRICT") is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, the City of Crest Hill (hereinafter referred to as "CREST HILL"), is an Illinois municipal corporation; and

WHEREAS, CREST HILL and PARK DISTRICT are each public agencies as that term is defined in the Intergovernmental Cooperation Act; and

WHEREAS, CREST HILL and PARK DISTRICT desire to share costs related to the initial construction of and maintenance of the playground, including plans to further develop the new City Center Campus beyond the current City Hall, City Offices and Police Department, to include additional multi-use facilities including a band shell, shelter, lighting, irrigation, parking and a playground; and

WHEREAS, CREST HILL and PARK DISTRICT desire, through an Intergovernmental Agreement, to establish their respective financial and other obligations with respect to the construction of the City Center Park Playground and future annual PARK District sponsored events at the City Center Park; and

WHEREAS, the City Council has reviewed the Intergovernmental Agreement attached hereto as Exhibit A and determined that the conditions, terms, and provisions of the Intergovernmental Agreement are fair, reasonable, and acceptable to CREST HILL; and

WHEREAS, PARK DISTRICT, through its Board of Directors, has previously approved and executed the Intergovernmental Agreement on June 24, 2024; and

WHEREAS, the City Council has determined that it is in the best interests of CREST HILL and its citizens to enter into the Intergovernmental Agreement with PARK DISTRICT.

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

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

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

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.

[Left Intentionally Blank]

PASSED THIS 5TH DAY OF AUGUST, 2024.

Aye	Nay	Absent	Abstain
	Aye	Aye Nay	Aye Nay Absent

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 8.

EXHIBIT A (INTERGOVERNMENTAL AGREEMENT)

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

Approved by City Resolution No.

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ______ day of ______, 2024, by and between CITY OF CREST HILL, an Illinois unit of local government, with its principal offices at 20600 City Center Boulevard, Crest Hill, Illinois 60403 (hereinafter called the "CITY") and THE LOCKPORT TOWNSHIP PARK DISTRICT, an Illinois township park district as constituted under the Illinois Park District Code, 70 ILCS 1205/1 *et seq.*, with its principal offices at 1811 Lawrence Avenue, Lockport, IL 60441 (hereinafter called the "PARK DISTRICT"), each individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS

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

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

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

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

WHEREAS, the CITY has constructed a new City Hall and Police Department, with plans to further develop the City Center Campus to include construction of a multi-use City Center Park with a band shell, shelter, lighting, irrigation, parking lot, and playground. The development and construction of the band shell, shelter, lighting, parking lot, and playground is hereinafter referred to as the "CITY CENTER PARK PROJECT" or "the PROJECT"; and

WHEREAS, the CITY has decided that the PROJECT shall be completed in phases, with the playground being designed, constructed and installed as part of Phase One, and the band shell constructed in Phase 2.

WHEREAS, the CITY and PARK DISTRICT have agreed to share costs related to the initial construction of the playground during Phase One of the PROJECT, including the costs of the playground equipment and stabilization of the playground surface; and

WHEREAS, following the construction of the playground completed during the Phase One of the Project the CITY and PARK DISTRICT have agreed that ownership of the playground parcel will be conveyed to PARK DISTRICT, after which the PARK DISTRICT shall have the sole responsibility to inspect, maintain and insure the City Center Park playground.; and

WHEREAS, in addition to the financial contribution to the initial construction of the playground and the agreement to take ownership and future maintenance responsibility for the City Center Park Playground, the PARK DISTRICT has agreed to organize and hold at least one (1) event annually at the City Center Park; and

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

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

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

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

1.0 RECITALS.

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

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT agrees to pay to the CITY a payment of Two Hundred and Fifty Thousand (\$250,000.00) as its contribution toward the construction of Phase One of the PROJECT, which will be entirely constructed, purchased and installed by the CITY per the design approved by both parties. Any and all additional design work, if necessary, shall be at the sole cost and expense of the CITY. Said payment shall be made ninety (90) days after the commencement of Phase One of the PROJECT. "Phase One" shall mean the construction of the sidewalk or walking path which will connect the adjacent public library property to the playground, installation of drainage structures and irrigation, grading, seeding, and installation of the playground equipment and stabilized playground surface. Construction of the playground shall be in accordance with PARK DISTRICT'S site standards and ADA accessibility requirements, and plans shall be approved by PARK DISTRICT prior to Commencement. "Commencement" means breaking ground on Phase One.

2.2 Upon final completion and inspection of the City Center Park Playground, in exchange for the sale price of Ten (10) Dollars, the CITY will convey to PARK DISTRICT fee simple title to the City Center Park Playground parcel, including the land, all playground equipment, and only the drainage and storm sewer system installed within the deeded parcel conveyed to the PARK DISTRICT. Any repairs to the drainage and storm sewer system shall be split 50/50 between the CITY and PARK DISTRICT. The timing of these repairs will be determined by both parties. As part of the conveyance, the CITY will provide to PARK DISTRICT, at the City's sole cost and expense, a suitable Owner's Title Insurance Policy.

2.3 Upon said transfer of ownership of the City Center Park Playground Parcel, PARK DISTRICT will be solely responsible for the maintenance of the playground equipment, and drainage and storm sewer structures and shall be solely responsible obtaining all necessary liability and property and casualty insurance for the property.

2.4 The PARK DISTRICT shall bear the sole cost, expense and responsibility of having the City Center Park Playground area and equipment inspected at least twice annually. Any and all minor repairs of playground area equipment shall be made by the PARK DISTRICT at its sole cost and expense. Minor repairs to the playground equipment are defined as costs of \$5,000 or less.

2.5 The PARK DISTRICT prior to the completion of Phase Two will organize, plan, hold, and insure, at its own cost and expense, a minimum of one (1) annual event beginning in the calendar year after final completion of Phase One.

The PARK DISTRICT will organize, plan, hold, and insure, at its own cost and expense, a minimum of one (1) annual concert beginning in the calendar year after final completion of Phase Two.

The date and time for said events will be mutually determined by the PARTIES. The PARK DISTRICT shall apply for all permits and approvals with the CITY with the sole final approval by the CITY.

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

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

2.8 The PARK DISTRICT will provide technical assistance during the final design, bidding and Construction of Phase One. "Technical Assistance" means provided to the CITY a minimum of three (3) proposed layouts for the playground equipment, to be finalized by the City Council, project input, and an on-site PARK DISTRICT representative if changes or other construction related issues arise.

2.9 The PARK DISTRICT will take ownership of all playground equipment, the stabilized surface, concrete ribbon curb as within the area shown in exhibit 1, and all the storm sewer, drainage or other equipment installed within the parcel deeded to the PARK DISTRICT. PARK DISTRICT shall at its sole cost and expense maintain, operate and insure the City Center Park Playground except as outlined under Section 2.2. If at any time PARK DISTRICT should determine to cease to utilize, maintain and insure the property as a park, then PARK DISTRICT shall upon written request by the CITY convey the property back to the CITY at the sale price of TEN (10) Dollars.

2.10The PARK DISTRICT will be solely responsible for determining the City Center Park Playground equipment's useful life and when replacement of all or part of the equipment should be replaced. It shall be the PARK DISTRICT's sole responsibility for removal of any old playground equipment and playground surface and to design, if necessary, purchase and install any new (or replacement) playground equipment and stabilized surface. All design work will be the sole financial responsibility of the PARK DISTRICT. The City Council shall be provided with the proposed layout of any replacement of all of the City Center Park Playground equipment and the PARTIES agree to work together on a mutually acceptable design before it is finalized. The cost of replacement and installation of any or all playground equipment (over the \$5,000 maintenance threshold referred to in Section 2.4) shall be split 50/50 between the CITY and PARK DISTRICT. The PARK DISTRICT shall notify the CITY of its intent to replace the equipment or surface at least twelve (12) months in advance of the intended replacement for budgeting purposes. The CITY's payment of one-half of the replacement equipment only shall be made to PARK DISTRICT ninety (90) days after the replacement Project begins.

CITY:

2.11 The CITY shall be solely responsible for the bidding process, construction, purchase and installation of the initial PROJECT elements. Aside from the onetime monetary contribution by PARK DISTRICT required by Section 2.1, CITY shall be solely responsible for all other design costs of the PROJECT elements, with the exception of the purchase and installation of any replacement City Center Park Playground equipment, which shall be governed by Sections 2.9 and 2.12 herein. 2.12 The CITY will oversee the work done by the contractor(s) awarded the construction of the PROJECT, pursuant to Plans and Specifications as approved by the CITY and subsequent updates and revisions.

2.13 CITY agrees to contribute 50%, paid as outlined in Section 2.10, toward the replacement cost and installation (excluding design work) of City Center Park Playground equipment or stabilized surface.

2.14 It is understood and agreed upon by the parties that only the ownership of the City Center Park Playground parcel will be sold and conveyed to the PARK DISTRICT pursuant to Section 2.2, and that the CITY will retain ownership of all other CITY CENTER PARK PROJECT elements, including but not limited to all real property other than the Playground parcel, band shell, picnic area, parking lot, lighting, irrigation, and shelter, The CITY shall be solely responsible for the maintenance, operation, and insuring all of CITY CENTER PARK PROJECT elements which are not conveyed to PARK DISTRICT pursuant to Section 2.2 and PARK DISTRICT shall have no obligations, financial or otherwise, with respect to those CITY CENTER PARK PROJECT elements which are not conveyed and which remain the responsibility of the CITY.

2.15 The CITY shall be responsible for all design fees and other expenses related to drawings and designs prepared by Hitchcock Design Group and SpaceCo, Inc. for all Engineering Fees relating to the construction of the CITY CENTER PARK PROJECT elements.

2.16 The CITY will design, erect, and maintain, at its sole cost and expense, a sign at or near the City Center Park entrance which will include language acknowledging the PARK DISTRICT'S contribution and participation in the CITY CENTER PARK PROJECT development. The CITY agrees to work with the PARK DISTRICT on the final agreed upon language to be included on the sign prior to the sign being installed. The CITY shall have the sole control over the design, location, dimensions and overall construction and installation of the sign, as well as all costs of maintaining the sign.

2.17 The CITY will waive and not unreasonably withhold any authority or permitting for the annual event referenced in Section 2.5.

2.18 The CITY shall provide at its sole cost and expense police officers for one (1) annual PARK DISTRICT event required by Section 2.5. For all other PARK DISTRICT annual events held pursuant to Section 2.5, or if the PARK DISTRICT holds more than one event in any year, the sole cost and expense of providing security and/or Police Officers for the event will be the PARK DISTRICT'S. PARK DISTRICT'S event organizers will meet with CITY representatives at least sixty (60) days prior to any event described in Section 2.5 to coordinate with the CITY adequate security staffing for the event.

3.0 NOTICES.

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

FOR THE CITY City Administrator 20600 City Center Boulevard Crest Hill, IL 60403

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

4.0 AMENDMENTS AND MODIFICATIONS.

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

5.0 SAVINGS CLAUSE.

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

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

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

7.0 ENTIRE AGREEMENT.

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

8.0 GOVERNING LAW.

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

9.0 SUCCESSORS AND ASSIGNS.

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

10.0. NO DUTY TO THIRD PARTIES.

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

11.0 COMPLIANCE WITH LAWS.

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

12.0 FREEDOM OF INFORMATION ACT.

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

13.0 COMMENCEMENT AND RENEWAL.

13.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until _______, 2044, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein

14.0 COUNTERPARTS.

14.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures

which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

15.0 AUTHORITY.

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

16.0 TERMINATION

16.1 After the initial twenty (20) years of the Agreement, either party may terminate this Agreement upon twelve (12) months written notice to the other party. This Agreement may only be renewed or extended upon a written agreement between the parties which is approved by the parties' respective governing authority.

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

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF CREST HILL

By: _____ Mayor Attest: _____ City Clerk

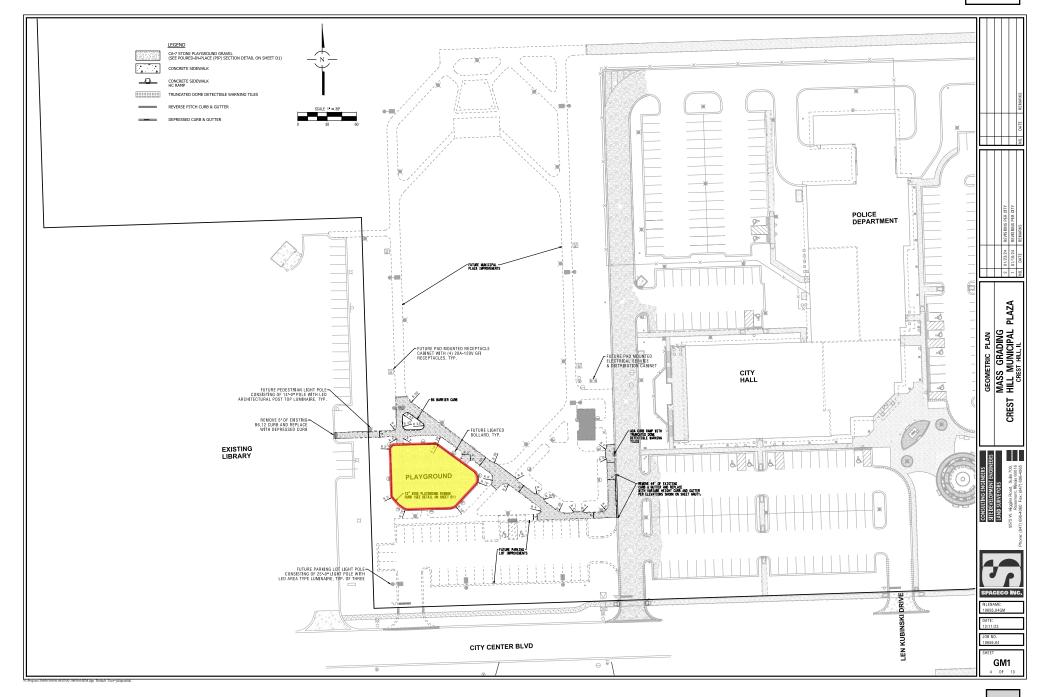
Date: _____

LOCKPORT TOWNSHIP PARK DISTRICT

By: M Reprint President Date: <math>6/24/24

Attest May & Wood

Exhibit 1



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Item 8.

Agenda Memo





Meeting Date:	August 5, 2024
Submitter:	Ronald J Wiedeman
Department: Agenda Item:	Engineering A Resolution approving Amendment No 1 to the September 21, 2022 agreement for design and bidding -related services for Well 14 by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amended contract amount of \$112,000.00.

Summary: Staff is requesting approval of an Amendment to the current approved contract with Strand Associates, Inc. The amendment is being requested to cover out of scope work not originally included in the original agreement. These items are as follows:

- Update and revise the final plans from a designed raw water supply line to a finished water supply.
- Prepare and submit a revised application for construction permit to IEPA for approval.
- Provided coordinated with the design engineers working for the Grand Prairie Water Commission on potential conflicts.
- Additional effort to coordinate with ComEd due to potential utility conflicts.

The amount of the amendment to cover the work is \$12,000.00 which will increase the total contract amount to \$112,000.00.

This work was not anticipated for the 2025 budget, but can be paid for by completing a budget transfer in the 2025 budget from account number 12-00-7602 to 12-00-7610.

Recommended Council Action: A Resolution approving Amendment No 1 to the September 21, 2022 agreement for design and bidding -related services for Well 14 by and between the City of Crest Hill, Will County, Illinois and Strand Associates, Inc. for an amended contract amount of \$112,000.00.

Financial Impact:

Funding Source: Water Fund

Budgeted Amount: 0.00

Cost: \$12,000.00

Attachments:

Resolution-Amendment 1 to September 21, 2022 Agreement.

Supplement No 1 Caton Farm Rd. Water Transmission Line-Signed-3894.052.1 NSF.pdf

RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT NO 1 TO THE SEPTEMBER 21, 2022 AGREEMENT FOR DESIGN AND BIDDING-RELATED SERVICES FOR WELL NO 14 BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS AND STRAND ASSOCIATES, INC.

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

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

WHEREAS, Strand Associates, Inc. (the "COMPANY"), is an entity that is in the business of providing Amended Design Services, to the September 21, 2022 agreement for design and bidding-related services for Well no 14 Improvement (the "Services"); and

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

WHEREAS, City Staff have negotiated an amendment No 1 to the September 21, 2022 agreement for design and bidding-related services for Well no 14 Improvement (the "Agreement") with the Company for the purposes of engaging the Company to perform the Construction Services (a copy of the Agreement is attached hereto as <u>Exhibit A</u> and fully incorporated herein); and

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

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

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

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

SECTION 2: AGREEMENT APPROVED. The City Council hereby finds and declares that the conditions, terms, and provisions of this Amended Agreement (<u>Exhibit A</u>) in the amount of \$112,000.00 are fair, reasonable, and acceptable to the City and that the same is hereby approved in

form and substance. Therefore, the City Council hereby authorizes and directs the Mayor to execute and deliver, and the Clerk to attest, the Agreement, and further to take any and all other actions, including without limitation the execution and delivery of any and all documents, necessary and appropriate to effectuate the intent of this Resolution, which is to enter into the Agreement with the Company.

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

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

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

[Intentionally Blank]

PASSED THIS 5th DAY AUGUST, 2024.

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

APPROVED THIS 5th DAY OF AUGUST 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

EXHIBIT A

Exhibit A



1170 South Houbolt Road Joliet, IL 60431 (P) 815.744.4200 www.strand.com

July 11, 2024

City of Crest Hill 1610 Plainfield Road Crest Hill, IL 60403

Attention: Honorable Raymond Soliman, Mayor

Re: Amendment No. 1 to the September 21, 2022, Agreement for Design and Bidding-Related Services for Well No. 14

This is Amendment No. 1 to the referenced Agreement.

Under Scope of Services, <u>Well No. 14 Raw Water Main Design and Bidding-Related Services</u>, ADD the following:

- "16. Revise final drawings to change from raw water supply to finished water supply.
- 17. Prepare and submit a revised application for construction permit to IEPA for review and permitting.
- 18. Communicate with Grand Prairie Water Commission to review potential conflicts.
- 19. Communicate with ComEd to review potential conflicts."

Under **Compensation**, in the second paragraph, CHANGE a lump sum of \$100,000 to "a lump sum of \$100,000 for Items No. 1 through No. 15 and on an hourly rate basis plus expenses an estimated fee of \$12,000 for Items No. 16 through No. 19."

Under Schedule, CHANGE March 31, 2023, to "April 30, 2025."

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

ENGINEER:

OWNER:

STRAND ASSOCIATES, INC.®

CITY OF CREST HILL

Joseph M. Bunker Corporate Secretary

Raymond R. Soliman Mayor

Date

AS2:dfe\R:\JOL\Documents\Agreements\C\Crest Hill, IL\Well 14 Bidding.2021\Agr\Amd\3894.052.1.docx

Agenda Memo





- ----

Meeting Date:	August 5, 2024
Submitter:	Ronald J Wiedeman
Department:	Engineering
Agenda Item:	A motion to authorize City staff to coordinate the City's completion of the four school district conditions required to complete the dedication of N. Center Street right-of-way and a five-foot-wide public utility easement along the west edge of N. Center Street adjacent to the school district property.

Summary: School District 88 has submitted plans to the City for a new 4,765 sq ft building addition to Chaney-Monge School. The new addition is being proposed along the east side of the school adjacent to N. Center Street. During the review of the plans, it was found that the school district property extends to the center line of N. Center St. The existing roadway is constructed on school district property.

As part of building expansion work, the school district has indicated it is willing to voluntarily dedicate the portion of N. Center St currently owned by the school district from the existing centerline of N. Center St. to the edge of the west curbline of N. Center Street to the City at no charge. Once this dedication occurs, the school building would no longer comply with the standard zoning setback requirements associated with the property's underlying R1 zoning classification.

The school district is also willing to voluntarily dedicate a five-foot wide public utility easement adjacent to the west side of N. Center St for any City and public utilities.

The above noted school district voluntary dedications are contingent on the City satisfying the following conditions:

- 1) Coordinate and pay for the preparation of the required Plat of Dedication (\$2500 City cost).
- 2) Coordinate and pay to update the boundary survey and legal description of the school's property, have it recorded with the Will County Assessor's Office, and send a copy of the recorded document to the school district for their records.(\$100+/- City cost).
- Coordinate and pay for the zoning variation/public hearing process that would culminate in the City's approval of the required building setback variations necessary to ensure the school building's setbacks are not considered non-conforming. (\$500 +/- City cost)

4) Update the City Zoning Map to reflect the dedication of a portion of the school property as public right-of-way.

Recommended Council Action: A motion to authorize City staff to coordinate the City's completion of the four school district conditions required to complete the dedication of N. Center Street right-of-way and a five-foot-wide public utility easement along the west edge of N. Center Street adjacent to the school district property.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: Not included in 2025 budget but can be paid out of account number 01-03-5330 due to saving in other budget items. Line item will remain under amount approved in 2025 budget.

Cost: \$3,100

Attachments:

City Council Agenda Memo

Crest Hill, IL



Meeting Date:	08/05/24
Name:	Ron Mentzer, Interim Community & Economic Development Director
	Zoe Gates, Administrative Clerk
Department:	Community Development
Topic:	1949 Willow Court Permit Fee and Excavation Bond Waiver

Summary: Lockport Township Park District has applied for a permit to revitalize the Crest Hill Memorial Park at 1949 Willow Ct.. The project includes parking lots, vollyball, fitness, playground equipment, trials, and picnic tables. The project has a cost of \$1,001,424.75 resulting in a permit fee of \$11,470.00. All review has been done in house so there is no review fee from any outside consultant. The Park District is requesting a waiver of the permit fee of \$11,470.00 as well as a waiver of the excavation bond requirement for working in the city right of way. The excavation bond is \$5,000.00 by ordinance.

Historically we have waived permit fees for other governmental bodies. I do not have a record of a request to waive the excavation bond requirement.

Recommended Council Action: Approval of a resolution waiving the permit fee of \$11,470.00 and requiring submission of the excavation bond required by ordinance for the Crest Hill Memorial Park Renovation Project.

Financial Impact:

Funding Source: Budgeted Amount: Cost:

Attachments: Request letter from the Lockport Township Park District. 1949 Willow Overall Layout Plan received 07/03/24, proposed resolution.

RESOLUTION NO.

A RESOLUTION APPROVING A PERMIT FEE WAIVER REQUEST FROM THE LOCKPORT TOWNSHIP PARK DISTRICT FOR THE CREST HILL MEMORIAL PARK REVITALIZATION PROJECT

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

WHEREAS, the City Council is committed to fostering positive relationships with overlapping governmental jurisdictions (the "OGJs"); and

WHEREAS, the Corporate Authorities have previously adopted Resolution 1212, which approved a Policy regarding permit fee waivers for OGJ's; and

WHEREAS, the Lockport Township Park District "Park District") has applied to the City for a permit to revitalize the Crest Hill Memorial Park located at 1949 Will Ct. in Crest Hill ("the Project"); and

WHEREAS, the Project plans include parking lots, volleyball, fitness, playground equipment, trails and picnic tables; and

WHEREAS, the Project cost is in excess of One Million Dollars (\$1,000,000.00), which results in a permit fee of \$11,470.00; and

WHEREAS, the Park District has requested a waiver of the Permit Fee;

WHEREAS, the City's review of the permit request and Project plans/specifications have been completed by City Staff without the need for outside review; and

WHEREAS, the City has historically waived such permit fees for OGJ's such as the Park District; and

WHEREAS, the Project will directly benefit the citizens of the City of Crest Hill; and

WHEREAS, the Corporate Authorities have determined that it is in the best interests of the City and its citizens to approve the Fee Waiver Request; and

WHEREAS, the Park District has also requested waiver of the \$5,000.00 Excavation Bond required by City Ordinance; and

WHEREAS, the Corporate Authorities have determined not to waive the Excavation Bond.

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

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

SECTION 2: PERMIT FEE WAIVER APPROVED. The City Council hereby approves the Park District's Request for a Permit Fee Waivers in the amount of \$11,470.00 for the Project.

SECTION 3: EXCAVATION BOND STILL REQUIRED. The City Council hereby denies the Park District Request for waiver of the \$5,000.00 Excavation Bond required by City Ordinance.

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 herby repealed.

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

[Left Intentionally Blank]

PASSED THIS 5TH DAY OF AUGUST, 2024.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke				
Alderwoman Claudia Gazal			S	
Alderman Darrell Jefferson				
Alderperson Tina Oberlin		3. <u></u>	3	
Alderman Mark Cipiti		, ,	·	2
Alderman Nate Albert			Y	
Alderman Joe Kubal		3		
Mayor Raymond R. Soliman		<u></u> Y	7 <u></u>	
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Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

ORDINANCE NO.

AN ORDINANCE DENYING THE APPLICATION OF MARIAN PATKOWSKI FOR THE REZONING OF THE PROPERTY LOCATED AT 1817 NORTH BROADWAY STREET IN CREST HILL, ILLINOIS, FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT TO R-2 TWO FAMILY RESIDENCE DISTRICT

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-1 (the "Code") authorizes the corporate authorities of any municipality broad authority create zoning laws and regulations on land use to secure adequate light, pure air and safety from fire and other dangers, and to regulate land use so that the public health, safety, comfort, morals and welfare are promoted. Included in these broad grants is the authority to classify, regulate and restrict the location of trades and industries and the location of buildings for certain specified uses; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/11-13-14 (the "Code") authorizes the corporate authorities of any municipality to amend its zoning classifications, Ordinances, and regulations from time to time; and

WHEREAS, the City of Crest Hill ("City") has detailed the procedural requirements for requesting relief from Zoning and Land Use Regulations, including map and text amendments, variances, and special uses, in Sections 12.6, 12.7 and 12.8 of the Crest Hill Zoning Ordinance; and

WHEREAS, Marian Patkowski (the "Owner"), has properly filed and brought before the Crest Hill Plan Commission an application for re-zoning certain property ("Application RZ-24-1-7-1") within the City Limits of the City of Crest Hill, Will County, Illinois, located at 1817 N. Broadway Street, Crest Hill, Illinois, with PIN: 11-04-33-405-018-0000 (the "Property"); and

WHEREAS, the application was presented and heard by the Crest Hill Plan Commission on July 11, 2024, at a properly noticed Plan Commission meeting, with proper publication of notice of Public Hearing and proof of Notice to all property owners within 300 feet of the subject property; and

WHEREAS, the Property has heretofore been zoned R-1 Single Family Residence under the Crest Hill Zoning Ordinance and the Owner has requested that the property be re-zoned to R-2 Two-Family Residence so the property can be used as a two-dwelling rental unit; and

WHEREAS, the Crest Hill Plan Commission, by formal vote taken on July 11, 2024, following the taking of evidence, an opportunity for public comment, questions from the Plan Commissioners and due deliberation, recommended denial of the Application for re-zoning, as more fully detailed in the attached Findings and Decision "Exhibit A," based upon the evidence presented.

WHEREAS, the City Council has examined the July 11, 2024, Findings and Decision of the Plan Commission and has considered the presentations and arguments of the Owner in an open meeting regularly scheduled; and

WHEREAS, the City Council finds that it is in the best interests of the City that the recommendation of the Plan Commission be adopted and that the application be denied for the reasons stated by the Plan Commission and in the Staff Memoranda dated July 11 and July 22, 2024 and attached hereto as Exhibits "B" and "C".

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

SECTION 1: The Preambles of this Ordinance are incorporated herein by reference.

SECTION 2: That the City Council hereby adopts and ratifies the findings and decision of the Plan Commission, attached hereto as "Exhibit A" and incorporated by reference herein, as the finding and decision of the City Council in relation to the application for re-zoning certain property ("Application RZ-24-1-7-1") within the City Limits of the City of Crest Hill, Will County, Illinois, located at 1817 N. Broadway Street, Crest Hill, Illinois, with PIN: 11-04-33-405-018-0000.

SECTION 3: The requested Rezoning is hereby denied.

SECTION 4: This Ordinance shall take effect upon its passage according to law.

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PASSED THIS 5th DAY OF AUGUST, 2024

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin		······································		
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Mark Cipiti				·
Alderperson Tina Oberlin				
Alderman Darrell Jefferson				· · · · · · · · · · · · · · · · · · ·
Alderman Nate Albert	-			
Alderman Joe Kubal		,		3.
Mayor Ray Soliman				
				· · · · · · · · · · · · · · · · · · ·

Christine Vershay-Hall, City Clerk

APPROVED THIS 5th DAY OF AUGUST, 2024.

Raymond R Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

"Exhibit A"

BEFORE THE PLAN COMMISSION OF THE CITY OF CREST HILL, ILLINOIS

IN RE:)	
The application of AB Shuttle)	No. V-24-2-6-1
For a variation.)	

FINDINGS AND DECISION OF THE PLAN COMMISSION AS TO CASE NO. RZ-24-1-7-1 THE APPLICATION OF MARIAN PATKOWSKI TO REZONE THE PROPERTY LOCATED AT 1817 NORTH BROADWAY IN THE CITY OF CREST HILL FROM R-1 SINGLE FAMILY RESIDENCE DISTRICT TO R-2 TWO-FAMILY RESIDENCE DISTRICT

THIS APPLICATION, coming before for a decision by the Plan Commission, and the Plan Commission having heard the evidence in support and opposition to the application at a regularly scheduled meeting held on July 11, 2024, being fully advised in the premises, THE COMMISSION DOES MAKE THE FOLLOWING FINDINGS:

A. That the applicant, Marian Patkowski, is the owner of the real estate described in the application;

B. That the application seeks a rezoning of the property described in the application, commonly known as 1817 N. Broadway Street in Crest Hill, Illinois (the "Property");

C. That the Property is zoned R-1 Single Family Residence;

D. That the application seeks a rezoning of the Property from R-1 Single Family Residence to R-2 Two Family Residence pursuant to Section 12.8 of the Crest Hill Zoning Ordinance.

E. That the application for the variation was properly submitted and notice of the application and the public hearing were properly made;

F. That no interested parties filed their appearances herein;

G. That the public hearing was opened and called to order on July 11, 2024, the applicant presented evidence and arguments in support of its application on July 11, 2024.

H. That the rules adopted by the Plan Commission for the conduct of Public Hearings by the Plan Commission were duly followed and observed;

I. That the proposed rezoning, as considered under section 12.8-5 of the Zoning Ordinance, does not meet the standards for the granting of the requested zoning change.

J. In addition, the Plan Commission finds that the City Council previously denied a request by a prior property owner of the Property to rezone the property from R-1 to R-2, and that the requested rezoning would be counter to the West Broadway Commercial Subarea Plan component to the City of Crest Hill 2014 Comprehensive Plan.

THEREFORE, IT IS THE DECISION OF THE PLAN COMMISSION OF THE CITY OF CREST HILL, ILLINOIS, BASED UPON THE EVIDENCE HEARD BY SAME AND ARGUMENTS AND SUGGESTIONS HEARD AT THE PUBLIC HEARING, AND HAVING DULY CONSIDERED THE MANDATES AND STANDARDS AS SET FORTH IN THE CITY OF CREST HILL, ILLINOIS ZONING ORDINANCE FOR THE GRANTING OF MAP AMENDMENTS, AS FOLLOWS:

1. That the application of Marian Patkowski for a rezoning of the property located at 1817 N. Broadway Street in Crest Hill (with PIN: 11-04-33-405-018-0000) from R-1 Single Family Residence to R-2 Two-Family Residence should be denied and is not supported by the evidence; and

2. It is therefore the recommendation of the City of Crest Hill Plan Commission that the City Council deny the application for rezoning.

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Adopted by the Plan Commission of the City of Crest Hill, Illinois, this 11th Day of July, 2024 upon the following voice vote:

	Aye	Nay	Absent	Abstain
Commissioner Bill Thomas	X	-		
Commissioner Ken Carroll	X			
Commissioner Cheryl Slabozeski			<u>X</u>	
Commissioner Angelo Deserio	X	· · · · · · · · · · · · · · · · · · ·		
Commissioner Jeff Peterson			<u>X</u>	
Commissioner John Stanton	<u>X</u>			

Approved:

Bill Thomas, Chairman

Attest:

Christine Vershay-Hall, City Clerk

("Exhibit B") July 11, 2024 PC Memorandum



To: Plan Commission

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From:	Ron Mentzer, Interim Community and Economic Development Director Zoe Gates, Administrative Clerk
Date:	July 11, 2024
-	

Re: Marian Palkowski Rezoning of 1817 North Broadway Street

		Project Det	alls	7
	Project	Marian	Patkowski	
	Request	Rezonir	ng	
	Location	1817 N Street	1817 North Broadway Street	
		Site Detai	ls	
	Lot Size:	0.15 ac	ies .	
	Existing Zoning	R-1		
	L	and Use Sun	nmary	
Sub	ject Parcel	Land Use	Comp Plan	Zoning
Sub	ject Parcel	Single Family Residential	Local Commercial	R1
	North	Remodeling Business	Local Commercial	B2
	South	Multi- Family Residential	Local Commercial	R3
	East	Empty Lot	Mixed Use/Flex	B2
	West	Single Family Residential	Mixed Use/Flex	R1

Item 12.

Attachments

Supporting Documents prepared by Applicant

Project Summary

Attomey Daniel Stefanczuk (the "Applicant") on behalf of Marian Patkowski (the 'Owner') is seeking approval of the rezoning of 1817 N, Broadway St. (the "Property") from R-1 Single Family Residence to R-2 Two-Fanily Residence. The Owner desires to use the property as a two-dwelling unit rental Instead of the single dwelling unit permitted in the Property's existing underlying R-1 zoning.

Analysis

In consideration of the request, the key points of discussion and details are as follows:

The Property is located in the "West Broadway Commercial Model Block" of the Broadway/Theodore Commercial Subarea Plan component of the City's 2014 Comprehensive Plan. As documented in the attached excerpts from the City's Comprehensive Plan, the Broadway/Theodore Subarea Plan calls for the area the Property is located in to be redeveloped with a small or medium box commercial development area. Encouraging the addition of new residential units through the rezoning of existing single family zoned properties to two-family zoning would be counter to that plan.

Historical City records reflect that in 1998, the City denied a previous property owner's request to have this Property rezoned from R1 to R2,

Section 12.8-5 of the Zoning Ordinance states the Plan Commission shall submit written findings of fact together with a recommended course of action to the City Council and shall consider the following factors when considering rezoning/zoning map amendment requests:

- 1 Whether the uses permitted by the proposed amendment would be appropriate in the area concerned.
- 2. Whether adequate public school facilities and other public services exist or can be created to serve the needs of any additional dwelling units likely to be constructed as a result of such change.
- 3. Whether the proposed change is in accord with any existing or proposed plans for
- providing public water supply and sanitary sewers in the vidinity
 4 Whether the proposed amendment is likely to result in an increase or decrease in the total zoned residential capacity of the City and the probable effect of such change on the cost of providing public services.
- The amount of vacant land which is currently zoned for similar development in the City or in contiguous areas, and particularly in the vicinity of the area included in

the proposed amendment, and any special circumstances which may make part of such vacant land unavailable for development.

- 5. The recent rate at which land is being developed in the proposed district of the City, and particularly in the vicinity of the area included in the proposed amendment,
- The effect of the proposed amendment upon the growth of existing neighborhoods as envisaged by the Crest Hill Comorehensive Plan.
 Whether other areas designated for similar development are likely to be so
- developed if the proposed amendment is adopted, and whether the designation for such future development should be withdrawn from such areas by further arriendment of this Ordinance.
- If the proposed amendment involves a change from a residential to a non-residential designation, whether more non-residential land is needed in the proposed location to provide commercial services or employment for the
- residents of the City, 10. Existing uses and zoning within the general area of the property in question. 11. The extent to which property values are diminished by particular zonlog
- restrictions.
- The extent to which the restriction of property values of the petitioner promotes the hollin, safety morals, or ganoral welfare of the public.
 Whether the proposed amendment is the minimum adjustment necessary to
- allow the reasonable use of the property.

Additional items for consideration include:

The existing building has one water meter and the City has no record of any building permits to divide the existing building into more than one unit. Any work that has been performed by the previous or current property owner to convert the existing single-family structure into a multi-unit building has been performed illegally and without proper permits from the City.

Please contact Ron Mentzer at 815-741-5107 or mentzen@cityofcmsthill.com with any questions or concerns.

3

("Exhibit C") July 22, City Council Memorandum

City Council Work Session Agenda Memo

Crest Hill, IL



Meeting Date:	07/22/24
Name:	Ron Mentzer, Interim Community & Economic Development Director
	Zoe Gates, Administrative Clerk
Department:	Community Development
Topic:	Plan Commission Rezoning Recommendation for 1817 N. Broadway Street

Summary: At the Plan Commission meeting conducted on July 11, 2024, the Plan Commission conducted a public hearing on the rezoning requested by the owner of the residential property located at 1817 North Broadway Street. Ms. Marian Patkowski submitted to rezone the property from R-1 Single Family Residence to R-2 Two Family Residence.

A previous owner was denied a rezoning from R-1 To R-2 in 1998. The house was split into two units without city permits at some point in the past. As a result, the two unit configuration is non-conforming. The current owner purchased the property as an income property (rental) and wishes to rezone the property in order to legalize and rent the second unit. They have done both interior and exterior work without permits.

The rezoning request goes against the 2014 Comprehensive Plan. According to Zoning Ordinance Section 5.5 Sale of a Non-Conforming Use, when a property is sold, non-conforming use must be brought into conformance with applicable City zoning requirements.

The Plan Commission recommended unanimous denial of this rezoning at their July 11, 2024 meeting.

Recommended Council Action: Direct Staff and the City Attorney to prepare an ordinance to deny the requested rezoning for 1817 North Broadway Street as recommended by the Plan Commission at their July 11, 2024 meeting.

Financial Impact:

Funding Source: Budgeted Amount: Cost:

Attachments:

- July 11, 2024 Community Development Staff Report.
- Plat of Survey dated 02/23/2022 which does not reflect current lot coverage.
- Page 96 of the 2014 Comprehensive Plan showing the Land Use & Development of the area in question.
- Zoning Ordinance 5.5 Sale of a Non-Conforming Use.

City Council Agenda Memo



Crest Hill, IL

Meeting Date:	August 5, 2024
Submitter:	Maura Rigoni, AICP, Interim Planner
Department:	Community & Economic Development
Agenda Item:	Cost Sharing Agreement-Midwest Industrial Funds, Lot 17 in the Crest Hill Business Park

Summary: Midwest Industrial Funds (MIF) appeared before the City Council on July 8 to present the draft cost-sharing agreement, which included a monetary contribution, with consideration to modify such contribution if a connection to the property to the north was successful. The agreement also includes a reduction in the required tap-on fee.

On July 15, Midwest Industrial Funds (MIF) appeared before the City Council for final approval of the PUD to develop Lot 17 in the Crest Hill Business Park. At that time, the cost-sharing agreement was not forwarded to the City Council for consideration as MIF wanted to discuss additional revisions and clarification regarding the potential connection to the property to the north (commonly known as TLC).

Since the July 15th Council Meeting, the City has worked with MIF to coordinate dialogue between MIF and TLC and modify the language regarding the connection. Upon conclusion of these meetings, the City and MIF collectively concluded that coordinating the drive to the north with TLC would delay the project and impact the development and construction of the property. In lieu of the connection point, the applicant has offered to contribute an additional \$25,000 to the implementation of roadway improvements reflected in the Division and Weber Business Park Subarea Plan. These additional funds bring the overall total to \$150,000.

The attached agreement outlines these revisions. For your reference, a summary of the agreement is outlined below:

- A contribution of \$150,000 toward the implementation of roadway improvements reflected in the Division and Weber Business Park Subarea Plan, adopted by the City in 2022.
- Paragraphs 6 and 7 outline MIFs request for a reduction in a tap-on-fee by 50%.

Recommended Council Action: If the Mayor and City Council are amenable to the cost-sharing agreement between Midwest Industrial Funds and the City of Crest Hill for Lot 17 in the Crest Hill Business Park, the attached resolution should be considered to execute the cost-sharing agreement between Midwest Industrial Funds and the City of Crest Hill.

Funding Source: N/A

Budgeted Amount: N/A

Attachments:

• Resolution and Cost-Sharing Agreement

RESOLUTION NO.

A RESOLUTION APPROVING A COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL, WILL COUNTY, ILLINOIS, AND MIDWEST INDUSTRIAL FUNDS, INC.

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

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

WHEREAS, MIDWEST INDUSTRIAL FUNDS, INC. (the "Company"), has submitted an application for a special use permit to allow a planned unit development on property located in the City of Crest Hill; and

WHEREAS, the application for a special use permit has passed through the Crest Hill Plan Commission with a favorable recommendation, subject to certain conditions; and

WHEREAS, the City Council has on August 5, 2024 passed Ordinance No: _____adopting and accepting the Plan Commission Recommendation and approving the application, subject to certain conditions; and

WHEREAS, one of the conditions of said Ordinance No. ______is that Midwest Industrial Funds, Inc. execute and approve a Cost Sharing Agreement with the City of Crest Hill; and

WHEREAS, City Staff have negotiated said Cost Sharing Agreement (the "Agreement") with the Company (a copy of the Agreement is attached hereto as <u>Exhibit A</u> and fully incorporated herein); and

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

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

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

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

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

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

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

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

[Intentionally Blank]

PASSED THIS 5th DAY OF August 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5th August 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Item 13.

EXHIBIT A

COST SHARING AND DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND MIDWEST INDUSTRIAL FUNDS, INC.

This Cost Sharing and Development Agreement ("Agreement") is made this __day of __, 20_, by and between the City of Crest Hill, an Illinois Municipal Corporation (hereinafter referred to as "Crest Hill" or "City"), and Midwest Industrial Funds, Inc. (hereinafter referred to as "Midwest"). Crest Hill or City and Midwest are hereinafter collectively referred to as "Parties".

WITNESSETH:

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

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

WHEREAS, Midwest has submitted to the City, detailed plans for a Planned Unit Development which includes the construction of a new +/- 150,000 square foot speculative industrial warehouse/office structure, with truck docks and parking lots (collectively, the "Project") on a currently vacant +/- 8.814 acre parcel within the City limits of Crest Hill, which property is generally located South of the South end of Advantage Avenue and Southwesterly of the intersection of Churnovic Lane and Lidice Parkway. The proposed location of the development is on property with PIN: 11-04-30-102-012-0000 (the "Property"), as more fully described in Exhibit "A" attached hereto; and

WHEREAS, the Project was the subject of a properly filed application to the City for a Planned Unit Development, which application was noticed for public hearing, heard by the Crest Hill Plan Commission, and received the Plan Commission's recommendation of approval; and

WHEREAS, the Corporate Authorities of the City of Crest Hill on _______, 20_ passed Ordinance #______ ("Ordinance"), which accepted, approved and adopted the Plan Commission recommendation and approved the Planned Unit Development, subject to certain conditions, including the execution of a Cost Sharing and Development Agreement regarding the payment of tap-on fees and a contribution payment by Midwest to the City for the design and implementation of the various roadway and traffic circulation improvements (collectively the "Transportation Network Improvements") reflected in the Division and Weber Business Park Subarea- Report prepared by Teska Associates, Inc. and Christopher B. Burke Engineering Ltd., dated November 11, 2022, and adopted as an amendment to the City's Comprehensive Plan by City Ordinance 1935 (the "Subarea Plan") which include providing a new roadway or driveway connection between the Property and Lidice Parkway (the "Lidice Connection") and

WHEREAS, the City and Midwest now desire to set forth and memorialize the terms and conditions of the Agreement as reflected in the PUD Ordinance, as follows:

NOW, THEREFORE, for and in consideration of the above promises, and the terms and

conditions set forth below, the Parties hereby mutually agree as follows:

- 1. Midwest shall pay to the City, a one-time contribution of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Transportation Network Improvement Contribution") towards the cost of any Transportation Network Improvements.
- 2. The Transportation Network Improvement Contribution referred to in Paragraph 1 shall be Midwest's full and final contribution with respect to the Transportation Network Improvements and any other future expansions or extensions of Lidice Parkway, and shall be made prior to the issuance of a Building Permit for the Project;
- The funds referred to in Paragraph 1 shall be deposited in a segregated fund to be used solely for the costs and expenses incurred by the City for engineering, design, right-ofway/easement acquisition, and construction of the Transportation Network Improvements;
- 4. The City of Crest Hill shall bear all responsibility and all costs and expenses for the Transportation Network Improvements and any other future expansions or extensions of Lidice Parkway, including, but not limited to, all responsibility for the design, engineering, bidding and selection of all contractors and construction management companies or individuals for the Roadway Expansion and any other future expansions or extensions of Lidice Parkway, but this Agreement shall in no way impair, prevent or impede the City's right and ability to require or receive contribution from other developers (other than Midwest or its assignee) or property owners (other than owners of the Property) benefited by the Transportation Network Improvements.
- 5. The City agrees to forego Fifty Percent (50%) of the \$43,779.34 tap-on fee for the Project. The total amount of tap-on fees to be paid by Midwest shall be \$21,889.67.
- 6. The payment referred to in Paragraph 5 shall be Midwest's full and final payment to the City for any and all tap-on fees pertaining to the Project and such amount shall be paid to the City prior to the issuance of a Building Permit for the Project. Said tap-on fee was calculated on 11 PE. Any future improvements for expansion on the Property may be subject to additional tap-on fees.
- 7. Except as otherwise provided in this Agreement and the Ordinance, Midwest shall not be required to contribute any other amounts or otherwise incur any other obligations as a condition of the City's approval of the Planned Unit Development. Midwest shall not be required to pay any other amounts to the City or be obligated by the City to incur any other obligations with respect to the Project except as provided in the City's Municipal Code of Ordinances.
- 8. Notwithstanding anything contained herein to the contrary, in the event Midwest does not obtain a Building Permit for the Project or otherwise acquire the Property, then Midwest shall not be obligated to pay the amounts set forth in Paragraph 1 above (i.e. the roadway expansion contribution amount) and Paragraph 5 above (i.e. tap-on fee).
- 9. The Parties hereby acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated into this Agreement.
- 10. The City acknowledges and agrees that the third condition (i.e. Lidice Parkway Driveway Condition) set forth in Section 3 of the Ordinance is hereby deemed satisfied, and Midwest shall have no further obligations with respect to the foregoing condition.
- 11. No alterations, modifications, variations or amendments of the terms of this Agreement shall be valid unless made in writing and signed by duly authorized representatives of the City and Midwest.
- 12. The terms and conditions of this Agreement, subject to the provision as to assignment, shall be binding on the successors and/or assigns of the Parties hereto.

- 13. Midwest may assign this Agreement, without the prior consent of the City, provided any such assignee shall agree in a written notice to the City to carry out and observe Midwest's agreements hereunder.
- 14. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all Parties hereto, notwithstanding that all Parties are not signatories to the original or the same counterpart.
- 15. The Parties to this Agreement by their signatures acknowledge they have read and understand this Agreement and intend to be bound by the terms herein.

Approved:
City of Crest Hill, an Illinois Municipal Corporation
By: Raymond Soliman Mayor
Attest: By: Christine Vershay-Hall City Clerk
Date:

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

LOT 17, IN CREST HILL INDUSTRIAL PARK PUD PHASE 7, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 27, 2016 AS DOCUMENT R2016-103997, IN WILL COUNTY, ILLINOIS

[END]

Agenda Memo



Crest Hill, IL

Meeting Date:	08-5-2024
Submitter:	Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Approval Request of Special Event Police Services Agreement

Summary: This year's Festa Italiana is scheduled for August 9-11, 2024. The Police Department is requesting the city enter into an agreement to provide police services for this event, as specified in the contract.

Thank you.

Recommended Council Action: Approval of 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 5th day of August. 2024("Effective Date"), between the CITY OF CREST HILL ("City"), an Illinois Municipal Corporation at 20590 City Center Blvd., Crest Hill, Illinois, and <u>American Italian Culture Society</u> ("ORGANIZATION") located 1918 Donmaur Dr. 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 <u>August</u> 9, <u>August 10, August 11, 2024 at 1918 Donmaur Dr.(location) from 6-11 pm, 12-11 pm, 11-9 pm</u> (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,

3

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: $45.00 \times 3 + 20\% = 162.00$

*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

7- 7-24

Date

S:			

Agenda Memo

Crest Hill, IL



Meeting Date:	8/5/2024
Submitter:	8/5/2024 Police Chief Edward Clark
Department:	Police Department
Agenda Item:	Approve an Ordinance Amending Sections 5.68.020 (Towing Firm Application Procedures) 5.68.030 (Towing Firm Equipment and Facilities Requirements) and 5.68.040 (Towing Firm Performance Requirements) of Chapter 5.68 (Towing Companies) of Title 5 (Business Licenses and Regulations) of the City of Crest Hill Code of Ordinances

Summary: The city has used a number of different tow companies over the years to help facilitate the need to tow vehicles and impound vehicles pursuant to the city's ordinances related to towing. They city at one time had four tow companies on the tow list. The list went from four to three, and now there are currently only two companies in town on the tow list. In the past, we have had experiences of one or both tow companies being busy and unable to respond to police tows. In an effort to expedite police services, we are recommending that Todd's Towing, 16100 S Lincoln Hwy in Plainfield, Il be added to the CHPD regular, heavy duty, and police tow lists. Todd's Towing has assisted the CHPD multiple times in the past, and we are recommending that they be added full time

Recommended Council Action: Approve an Ordinance Amending Sections 5.68.020 (Towing Firm Application Procedures) 5.68.030 (Towing Firm Equipment and Facilities Requirements) and 5.68.040 (Towing Firm Performance Requirements) of Chapter 5.68 (Towing Companies) of Title 5 (Business Licenses and Regulations) of the City of Crest Hill Code of Ordinances

Financial Impact: None Funding Source: None Budgeted Amount: None Cost: None

Attachments: Wescom tow log 1-1-24 to 6-7-24 and Tow Log Spreadsheet

One tow company per incident

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

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CREST HILL POLICE DEPARTMENT REGULAR TOW LOG

2024

One tow company per incident

DON'S 1927 DONMAUR DR 815-729-1400

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CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

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CREST HILL POLICE DEPARTMENT REGULAR TOW LOG Jun. 7. 2024 10:33AM

No. 3812 P. 3

CREST HILL POLICE DEPARTMENT Item 15.

REGULAR TOW LOG

DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
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DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335

RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

One tow company per incident

144

One tow company per incident

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335

RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
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CREST HILL POLICE DEPARTMEI

REGULAR TOW LOG

Jun. 7. 2024 10:33AM

No. 3812 P. 4

Item 15.

Jun. 7. 2024 10:33AM

No. 3812 P. 5

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CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
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DONS	100	210	C1.0	1			
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RONS CAR CARE	210	in aire		ICAGIA -	EK41128		
	3-17	10-451	107	1600 Ambor		STA	231
	- 1 1		100		bry Jea	500	201
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DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

One tow company per incident

Jun. 7. 2024. 10:33AM

No. 3812 P. 6

Item 15.

CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
DONS	3121	50	112	ingalls	Hundai Handran Fired van	383	402
Dons	3/22	50	100	Weber/ Man	nissan CL63293	546	407
DONS	3-70	-95	112	Wilgreens	talk 10 gift.	TONU	-42
RONS CAR CARE	u n	-50	104	30 Sweethalac	1 Velo	m	- 429
DONS	3/29	.50 '	112	gaylord/ rt30 å	AN89644 silchans 32757366 Cheverland	546	444
RONS CAR CARE	4/4	50	112	contenwood	BY37882	499	YLB
DONS	S	kipped	-00	answer			479
RONS CAR CARE	4-6	aband	125	Theodore/ Ptairie	DW26519 DIL 09 Chevy	482	479
DONS	SKIE	ped.	No	OUBSILVER	BLK - Avitoria	2.1	47.05
RONS CAR CARE	4-9	95	112	248 Plainfield	61 NY 15889	409	497
RONS CAR CARE	4-9	50	6	Plainfield/	DH71993	489	499
×	4/11	invest	118	WOO DUY	ec191851	464	506
DONS	4.12	R	112	gayford	DUK Kie Bi 14435	an	-507
NOID CAR CARE	04/13	10-50	126	Grzylole/	DD8977L gry honda DR 52488	416	52Le
					bik audi		

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

One tow company per incident

One tow company per incident

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 1808 N LARKIN AVE 815-280-5335

RON'S CAR CARE PUBLIC # 815-729-2653

147

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
DONS	04/14	KO	21	SWER (a and a second second	
RONS CAR CARE	04/14	10-95	102	Bendway/ Theodore	DP15300 ary honde	416	527
DONS	170	ansv	Ver	4/17/2	4 6 933		
RONS CAR CARE	4/17	60	109	Division/	38959543	444	6344
DONS	14/17	95	109	Webert	8417443	404	5369
RONS CAR CARE	4.20	50	117-	- Chestruck	CJ510-MA	Nich	-558
DONS	4-2/1	QQ.	135	mark the bran	09/019333 20/019333	SX	567
RONS CAR CARE	123	95	102	KOBUAN WAY	DEB 8766	NRI	ভাঁ
DONS	04/24	NO	2850	oer C			
RONS CAR CARE	04/24	10-95	124	Rt 30/ Theodore	BW33558 SIL FOLS	HILE	582
DONS	4127	no	ans	aver	, 8 m		573
RONS CAR CARE	4127	50	102	301 IRACIGIN		523	593
DONS JSUXAU	offe	50	106	1701 yall	×177769	481	622)
RONS CAR CARE					1	K	
	7						

CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

Jun. 7. 2024 10:34AM

No. 3812 P. 7

Item 15.

Jun. 7. 2024 10:34AM

No. 3812 P. 8

Item 15.

CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
DONS	05/04	\square		TNO EKSL			
RONS CAR CARE	05/04	10-50	125	Larkin/ Flainfield	EM8801-redja 2557131-buc	P-116	438
DONS	6/4	1	avai		D 1735h	rs	
RONS CAR CARE	5/4	95	107	Catorfarm/	Whi Ford FI		6363
DONS		\sim	\sim	NO ANSI		\sim	~
RONS CAR CARE	5/5	50	124	1718 N. Raynor	DV40590 Red Dodge	499	645
DONS				Nomsner	0		na p ¹ 89 m ² 5.
RONS CAR CARE	S/s	50	107	Dankin 17 zut Plainfield	one	546	(A) 6423
DONS	5/5	80	1449	Catorfam	grykin EK22646 gryhand RSS1967	546	CAD 6437
RONS CAR CARE	516	50	108	Renwak@ Para BLA	Fird Escape	550	654
DONS	5-17	50	117	lark in Iplainho	silv toyt	517	A*
RONS CAR CARE		10.50	114	WE BER DIVISION	2 TOWS BOW MINIVAN	556	6602
DONS	<u> </u>	50	124	Bellackin	Van	503	
RONS CAR CARE	5/10 2320	95	102	Caton Form	EQ20528 8003, Nisson		CAU 6726
					Nord 200 (1974)		

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335

RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

One tow company per incident

One tow company per incident

DON'5 1927 DONMAUR DR 815-729-1400 CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
DONS	5/15	5	kipple	-no anse	BILLIANDUBLA		
RONS CAR CARE	5115	50	125	PILdi Catm FARM	BIK Chevy	383	710
DONS	5-15	m		UNASAILAI		~	
RONS CAR CARE	5.15	10.50	102	WEST / CRECT HIL	REDCARLY WITT HAVONDAI	556	2037
DONS	05/11e		······································	KO ZKSU	EN C		~
RONS CAR CARE	05/16	**************************************	108	Charley	2350204 aru cheju	J'la	217
DONS	5116	10-50	101	Planfeld U	000	55	.722
RONS CAR CARE	Shir	1080	107	Weber Utation	MC +	1995	ng
DONS	5/17	1050	1240	Sylord -	DAIKGEED CHEVY CAN	435	731
RONS CAR CARE	5/18	46.	114	fen/web.	D689627 Sil 1400	449	7190
DONS			No	ANSN	en		
RONS CAR CARE	5/22	90	107	2108 fleinfield	Cerem	495	701
DONS	5/2.86	50	114	whar knoop		402	769
RONS CAR CARE	5/25	95	102	Zipo 2 Cutonform	EL 39113 Whited	546	779
							

REGULAR TOW LOG

CREST HILL POLICE DEPARTMENT

Jun. 7.2024 10:34AM

No. 3812 P. 9

ltem 15.

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One tow company per incident

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653

	MPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
DONS			NO	AN	SWER			
RONS CAR O	CARE		Sle	1PP	ED .			
DONS	6 3-1 ₁	5/2260	010-50	124	Painfield Caton Farm	Dodge Chrysler BIU Ford	402	813
RONS CAR C	CARE	5/201	50	104	plainfield	Juo tous	546	821
DONS		1300 5/30	50	157	Mecdone 1 PIGE	Cherry Dad is	383	828
RONS CAR C	ARE	1750	50	118	Plainheld	Bugcher	483	8029
DONS		V	0 2	NSV	SEV			
RONS CAR C	ARE	6~1	10-95	115	Talco Bell 1818 Mainfield	DD80437 Grw Ford	520	, ,
DONS		Λ	\mathbf{D}	4	ton Sh	RR-90	Figu	nes
RONS CAR C		61	50	125	6 corenars	Blk	and	- 843
DONS		Mo	Ansy	er				
RONS CAR C	ARE	43	45	1090	TZich Pro	DSS3482 Englission	m	8191
DONS		NO	ans	NCA		eiderbitt		
RONS CAR CA	ARE	6-3	Alban	101	ZISZ6 Gray Wing Dr	3680892B Whi Rampu	520	

CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

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ltem 15.

Jun. 7.2024 10:34AM

No. 3812 P. 11

ltem 15.

CREST HILL POLICE DEPARTMENT

REGULAR TOW LOG

	DATE				VEH DESCRIPTION	DISP	
COMPANY	TIME	REASON	OFC	LOCATION	(Year/Make/License)	#	CASE#
DONS	04/04	10-50	125	DEZLBOLK/ Charlogie	ZVEhs	416	
RONS CAR CARE							
DONS							
RONS CAR CARE							
DONS							
RONS CAR CARE		1 1 2		19	[
DONS							
RONS CAR CARE							** <u>***</u>
DONS	4						1
RONS CAR CARE							
DONS							
RONS CAR CARE							
DONS							•
RONS CAR CARE							

DON'S 1927 DONMAUR DR 815-729-1400

CAR CARE PD # 1808 N LARKIN AVE 815-280-5335 RON'S CAR CARE PUBLIC # 1808 N LARKIN AVE 815-729-2653 Jun. 7. 2024 10:34AM

No. 3812 P. 12

Item 15.

CREST HILL POLICE DEPARTMENT 2024

HEAVY DUTY TOW LOG

COMPANY	DATE TIME	REASON	OFC	LOCATION	VEH DESCRIPTION (Year/Make/License)	DISP #	CASE#
OHARE	12	i- le	1	The service	1759858ST wht amm	414	
DICKS			**********************************		<u>. 137771 (A)11111</u>	1 110	
CAR CARE DONS		*********					
OHARE							
DICKS				- C			
CAR CARE DONS					e		
OHARE	Ϋ́.						
DICKS		-	1				
CAR CARE DONS		-			,		. 1
OHARE							
DICKS	3		1				•••••••••••••••••••••••••••••••••••••••
CAR CARE DONS	а. <u>11 - та</u> станицати и раз						
OHARE			1		· · · · · · · · · · · · · · · · · · ·	1	
DICKS		**************************************					
CAR CARE DONS							

OHARE 3535 S STATE 800-227-6890

DICKS 911 N BROADWAY ST 815-727-5772

CAR CARE -DONS 1927 DONMAUR DR 815-729-1400

** DICKS AFTER HOURS TX (SUN NIGHT TO FRI AM) 815-727-3024

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No.3812 P. 13

Item 15.

WESCOM TOW LOG FOR ALL AGENCIES

Jun. 7.2024 10:35AM

11.00		VEH DESCRIPTION		TOW	LOCATION	DATE	TIME	DISP #
	.513	sil chery CRUZE	175	Carcone	1312 CEdepuiro		A distance of the second se	Contraction of the local
	1705	BIKK NISSON Gry FOLD	125	TODOS	LARKN/30	4-6	18-26	555
	CAD 8442	BKK NISSON Gry Found 2006 BK Ford CD20757 2005 Wis Ford	151		Salk/ocklord	1		
	4942	(DZO757 2005 Wart	151		Ex/oakland			545
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ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 5.68.020 (TOWING FIRM APPLICATION PROCEDURES, 5.68.030 (TOWING FIRM EQUIPMENT AND FACILITIES REQUIREMENTS) AND 5.68.040 (TOWING FIRM PERFORMANCE REQUIREMENTS OF CHAPTER 5.68 (TOWING COMPANIES) OF TITLE 5 (BUSINESS LICENSES AND REGULATIONS OF THE CITY OF CREST HILL CODE OF ORDINANCES

WHEREAS, the City of Crest Hill is authorized by Section 11-60-1 of the Illinois Municipal Code to fix the amount, terms and manner of issuing, regulating and revoking licenses (65 ILCS 5/11-60-1); and

WHEREAS, the City of Crest Hill has previously exercised said authority by adopting Title 5 of its Code of Ordinances which contains a comprehensive set of Business License Requirements and Regulations; and

WHEREAS, Chapter 5.68 of Title 5 establishes licensing requirements and regulations of towing companies within the City in addition to establishing a Crest Hill Police Department Rotation Tow List and requirements for applying to the City of Crest Hill to participate in the Police Department Towing Program and performance, equipment and facility requirements for Towing Companies approved to participate in the Police Department Towing Program; and

WHEREAS, pursuant to its express authority granted by the Illinois Municipal Code, the City of Crest Hill has from time to time deemed it necessary to amend its Code of Ordinances; and

WHEREAS, the City Council has determined that certain sections of Chapter 5.68 of the City of Crest Hill Code should be amended to reflect the new address of the Crest Hill Police Department and to allow a Tow Companies outside of the City's Corporate Limits but within 3.5 miles of the City's Corporate Limits to participate in the Crest Hill Police Department Towing Program.

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

SECTION 1: PREAMBLE. The preamble of this Ordinance is declared to be true and correct and is incorporated by reference as if fully set forth in this Section 1.

SECTION 2: APPROVAL. Sections 5.68.020 (Towing Firm Application Procedures), 5.68.030 (Towing Firm Equipment and Facilities Requirements), and 5.68.040 (Towing Firm Performance Requirements) of Chapter 5.68 (Towing Companies) of Title 5 (Business Licenses and Regulations of the City of Crest Hill Code of Ordinances are hereby repealed in their entirety and replaced as follows, with all other sections of Chapter 5.68 remaining unchanged:

§ 5.68.020 TOWING FIRM APPLICATION PROCEDURES.

(A) A towing firm wishing to participate in the City of Crest Hill Towing Program will obtain an application form from the City of Crest Hill Police Department, 20590 City Center Boulevard, Crest Hill, Illinois 60403.

(B) A properly completed application form must be submitted by a firm seeking placement on the city tow list. Incomplete forms will not be processed.

(C) The applicant towing firm will provide the name, address, date of birth and driver's license number of each principal and each employee of the firm who will be involved in the towing operation as operators of either trucks or storage facilities.

(D) Principals and employees of the firm may be subjected to a background investigation by the Police Department prior to the firm being approved for participation in the program.

(E) After application, a physical inspection of the business will be conducted by the city to determine that:

(1) Sufficient storage space and security exists;

(2) The equipment used to tow vehicles is sufficient in number, type and condition;

(3) The proposed use of the towing firm's storage site complies with the City of Crest Hill zoning ordinances and all other applicable laws and ordinances; and

(4) The towing firm has all licenses and permits required by law or ordinance to operate a towing and storage facility and all vehicles used in the service.

(F) Each towing firm must provide the Police Department with a certificate of insurance showing:

(1) Liability coverage in at least the minimum amount required by ILCS Ch. 625, Act 5, § 12-606, as amended; and

(2) The city and its officials, agents and employees as additional insured under the liability policy.

(G) If the towing firm meets all requirements, the approved towing firm will be presented with a written agreement outlining all conditions to which the firm and its employees must adhere to participate in the city's towing program.

(H) After the written agreement is executed, the firm will be added to the tow rotation and will be used for calls by the Police Department.

(I) The City of Crest Hill shall amend the written agreement as it deems necessary, however, the tow operators shall provide the following information to the city annually:

- (1) Current insurance policy;
- (2) Updated employee/driver information;

(3) Current equipment VIN and registration information. (Ordinance 1487, passed 5-18-09)

§ 5.68.030 TOWING FIRM EQUIPMENT AND FACILITIES REQUIREMENTS.

(A) The towing firm and all towing vehicles shall comply with all sections of ILCS Ch. 625, Act 5, § 12-606 as amended, to properly remove vehicles from the scene of a crash or abandonment in a professional manner and within a reasonable time span, considering time of day, day of week, and traffic and weather conditions. These requirements include but are not limited to:

(1) The complete name and address of the company painted on both sides of the truck in letters not less than two inches in height and the width of the brush stroke one-half inch (magnetic signs are prohibited);

(2) Proper equipment on the truck, including a broom, shovel, dirt, sand, or oil absorbent, five-gallon trash can, and fire extinguisher;

- (3) Proof of insurance; and
- (4) Any other equipment required by law.

(B) All towing equipment operated by the towing firm must display current valid Illinois registration as required by ILCS Ch. 625, Act 5, §§ 3-414, 3-707 and 5-202, and a valid City of Crest Hill vehicle license sticker.

(C) The towing firm's equipment must be capable of towing vehicles in a safe manner. No vehicles will be towed with a rope, cable or chain. This does not prohibit winching a vehicle from a ditch or other unusual circumstances.

(D) The towing firm must have the necessary equipment to "float" vehicles. There is no extra charge for this service. (E) The firm must store all towed vehicles at its principal place of business either within the corporate limits of the city or within 3.5 miles of the Crest Hill Corporate Boundary. The towing firm must provide adequate storage and security against pilferage, damage, and contamination of any physical evidence contained in the vehicle.

(F) Storage must be convenient to those seeking to retrieve their vehicle. No additional charge will be assessed to vehicle owners for vehicle release or for moving vehicles to a convenient location for release. (Ord. 1487, passed 5-18-09)

§ 5.68.040 TOWING FIRM PERFORMANCE REQUIREMENTS.

(A) The towing firm agrees to maintain communication with the Crest Hill Police Department on a 24-hour availability basis. Telephone numbers will be provided to the Police Department for continuous contact.

(B) Service is expected on a 24-hour, seven day a week basis. Failure to verify a call within three minutes or a missed call will result in a "skip" on the basic tow rotation list. In the case of a police tow, a missed call or failure to verify a call shall be considered a refusal.

(C) Upon receiving a call for service, an appropriate vehicle must be dispatched. Handling of other business is prohibited while en route to a city service call.

(D) When contacted for a call for service, the firm will be advised that the tow is a police tow or basic tow. The firm must provide the Police Department with a reasonable estimated time of arrival, considering the time of day, day of week, traffic, weather and driving conditions. However, the response time should be no longer than 25 minutes.

(E) All towing firms will be expected to single source each call for service. For every call for service, crash, etc. only one firm will be called to handle the call. Therefore it is necessary that each firm be able to immediately tow two vehicles from a scene, 24 hours a day, seven days a week. If a third or subsequent vehicle is in need of towing, another towing firm shall be requested. When a towing firm arrives at a scene, the vehicle(s) creating the most significant traffic hazard(s) will be towed first.

(F) Every operator and driver of a tow truck operated by the firm will strictly comply with the provisions set forth in ILCS Ch. 625, Act 5, § 12-606(c) as amended, by removing or causing to be removed in a timely manner all glass and debris deposited upon any street or highway by the disabled vehicle being serviced and/or removed, and will in addition, spread dirt, sand or other material specifically formulated to neutralize oil or grease, upon that portion of any street or highway

where such substances have been deposited by the disabled vehicle being serviced or removed.

(G) The firm must maintain a separate log of all personal property that they temporarily remove from towed vehicles for safekeeping. This information may be subject to periodic review by the city.

(H) (1) Any personal property belonging to the vehicle owner in a vehicle subject to a lien under ILCS Ch. 625, Act 5, § 4-203(g)(3) shall likewise be subject to that lien, excepting only: child restraint systems as defined in section 4 of the Child Passenger Protection Act and other child booster seats; eyeglasses; food; medicine, perishable property; any operator's licenses; any cash, credit cards, or checks or checkbooks; any wallet, purse, or other property containing any operator's license or other identifying documents or materials, cash, credit cards, checks, or checkbooks; and any personal property belonging to a person other than the vehicle owner if that person provides adequate proof that the personal property belongs to that person. The spouse, child, mother, father, brother, or sister of the vehicle owner may claim personal property excepted under this division if the person claiming the personal property provides the commercial vehicle relocator or towing service with the authorization of the vehicle owner.

This division applies only in the case of a vehicle that is towed as (2)a result of being involved in an accident. In addition to the personal property excepted under division (H)(1) of this section, all other personal property in a vehicle subject to a lien under this division is exempt from that lien and may be claimed by the vehicle owner if the vehicle owner provides the commercial vehicle relocator or towing service with proof that the vehicle owner has an insurance policy covering towing and storage fees. The spouse, child, mother, father, brother, or sister of the vehicle owner may claim personal property in a vehicle subject to a lien under this division if the person claiming the personal property provides the commercial vehicle relocator or towing service with the authorization of the vehicle owner and proof that the vehicle owner has an insurance policy covering towing and storage fees. The regulation of liens on personal property and exceptions to those liens in the case of vehicles towed as a result of being involved in an accident are exclusive powers and functions of the state. A home rule unit may not regulate liens on personal property and exceptions to those liens in the case of vehicles towed as a result of being in an accident. This division (H)(2) is a denial and limitation of home rule powers and functions under the Illinois Constitution, Article VII, § 6(h).

(I) No vehicle will be released to anyone unless he or she can prove legal ownership and the vehicle is eligible for release according to the Vehicle Tow and Inventory Control Report, or otherwise released by the Police Department.

(J) If a vehicle has been towed and the Vehicle Tow and Inventory Report indicates a "Police Hold" is in effect on the vehicle, the towing firm will only release

that vehicle when the legal owner presents a release form from the Police Department or a representative from the Police Department authorizes the release for the vehicle.

(K) The towing firm will tow city vehicles to the Police Department parking lot located at 20590 City Center Boulevard at the request of the city. No charge will be assessed to the city. These tows will be requested from the police tow list.

(L) Victim vehicles will be towed at the direction of the city for the purpose of evidence processing with no cost to the vehicle owner or city. These tows will be requested from the police tow list.

(M) In the event of a court ordered release of a vehicle involved in a crime without charges to the owner of the vehicle, the towing firm will waive these costs of towing and storage. These tows will be requested from the police tow list. (Ord. 1487, passed 5-18-09)

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

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

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

[LEFT INTENTIONALLY BLANK]

PASSED THIS 5TH DAY OF AUGUST, 2024.

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

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

FULL TOW LOG SUMMARY (2022-4/2

	All Companies			N'S	Ron's C	Ron's Car Care		
Month	Accepted	Declined	Accepted	Declined	Accepted	Declined		
Janurary	66	26	23	23	41	3		
Feburary	63	23	22	21	40	2		
March	43	12	17	10	25	2		
April	39	16	14	13	24	3		
May	46	16	17	13	27	3		
June	41	18	15	13	24	5		
July	31	16	12	12	19	4		
August	43	14	17	11	24	3		
September	30	16	9	12	18	4		
October	48	24	16	20	30	4		
November	34	8	12	7	20	1		
December	48	21	17	16	26	5		
Total	532	210	191	171	318	39		

024)

Other Accepted Declined 2 0 1 2

2024 TOW LOG SUMMARY (~4/19/24

	All Con	npanies	DO	N'S	Ron's C	Ron's Car Care		
Month	Accepted	Declined	Accepted	Declined	Accepted	Declined		
Janurary	20	11	6	9	13	2		
Feburary	22	10	6	10	16	0		
March	11	3	6	2	5	1		
April	10	4	3	4	7	0		
May June July August September October November December								
Total	63	28	0 21	25	0 41	3	0	

Partial Data No Data

4)

Other

Accepted	Declined
1	0
0	0
0	0
0	0

1 0

		202	3 TOW	LOG	SUMM/	ARY
	All Com	npanies	DOM	N'S	Ron's Ca	ar Care
Month	Accepted	Declined	Accepted	Declined	Accepted	Declined
Janurary	23	7	8	7	15	0
Feburary	17	7	7	5	9	2
March	17	4	5	4	11	0
April	14	3	6	3	8	0
May	20	1	9	1	11	0
June	11	3	5	2	6	1
July	17	5	9	3	9	2
August	23	5	9	5	14	0
September	16	9	4	8	11	1
October	26	12	9	10	16	2
November	17	6	5	5	10	1
December	27	17	8	13	15	4
Total	228	79	84	66	135	13

Other

Accepted	Declined
0	0
1	0
0	0
0	0
0	0
0	0
0	0
0	0
1	0
1	0
2	0
3	0
0	0
8	0

		202	2 TOW	LOG	SUMM	٩RY
	All Com	npanies	DOM	N'S	Ron's Ca	ar Care
Month	Accepted	Declined	Accepted	Declined	Accepted	Declined
Janurary	23	8	9	7	13	1
Feburary	24	6	9	6	15	0
March	15	5	6	4	9	1
April	15	9	5	6	9	3
May	26	15	8	12	16	3
June	30	15	10	11	18	4
July	14	11	3	9	10	2
August	20	9	8	6	10	3
September	14	7	5	4	7	3
October	22	12	7	10	14	2
November	17	2	7	2	10	0
December	21	4	9	3	11	1
Total	241	103	86	80	142	23

Other

Accepted	Declined
1	0
0	0
0	0
1	0
2 2	0
	0
1	0
2 2	0
2	0
1	0
0	0
1	0
13	0

	2024 TOV	VIOG	FULL
DATE	COMPANY		ACCEPTED?
	DONS		N
1/3	RONS CAR		Y
1/5	DONS		Ν
1/5	RONS CAR		Y
1/6	DONS		Ν
1/6	RONS CAR		Y
1/11	DONS		Y
1/13	RONS CAR		Y
1/13	DONS		Y
1/13	RONS CAR		Υ
1/13	DONS		Ν
1/13	RONS CAR		Υ
1/13	DONS		Ν
1/13	RONS CAR		Y
1/14	DONS		Y
1/16	RONS CAR		Y
1/16	DONS		Ν
1/16	RONS CAR		Y
1/17	DONS		Ν
1/17	RONS CAR		Y
1/19	DONS		Y
1/21	RONS CAR		Y
1/22	DONS		Ν
	RONS CAR	CARE	Ν
1/22	TODDS		Y
-	DONS		Ν
	RONS CAR	CARE	Y
	DONS		Y
	RONS CAR	R CARE	
	DONS		Y
	RONS CAR	CARE	
	DONS		Y
	RONS CAR	CARE	
-	DONS		N
	RONS CAR	CARE	
	DONS		N
	RONS CAR	CARE	
	DONS		N
	RONS CAR	CARE	
	DONS		Y
	RONS CAR	CARE	
	DONS		Y
	RONS CAR	CARE	
	DONS RONS CAR		Y
	DONS	CARE	Y Y
	RONS CAR		•
2/12	RUNG CAR		

ltem 15.

2/14 DONSN2/14 RONS CAR CARE Y2/15 DONSN2/15 RONS CAR CARE Y2/17 DONSN2/17 RONS CAR CARE Y2/22 DONSY2/23 RONS CAR CARE Y2/23 RONS CAR CARE Y2/24 DONSN2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y2/28 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/6 RONS CAR CARE Y3/7 RONS CAR CARE Y3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 RONS CAR CARE Y3/17 RONS CAR CARE Y3/20 DONSY3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/26 RONS CAR CARE Y3/29 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/9 RONS CAR CARE Y4/9 RONS CAR CARE Y4/9 RONS CAR CARE Y4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS					
2/15 DONS N 2/15 RONS CAR CARE Y 2/17 DONS N 2/17 RONS CAR CARE Y 2/22 DONS Y 2/23 RONS CAR CARE Y 2/23 DONS N 2/24 DONS N 2/25 DONS N 2/26 RONS CAR CARE Y 2/27 RONS CAR CARE Y 2/28 RONS CAR CARE Y 2/28 RONS CAR CARE Y 3/1 DONS N 3/1 RONS CAR CARE Y 3/5 DONS Y 3/8 RONS CAR CARE Y 3/8 RONS CAR CARE Y 3/8 RONS CAR CARE Y 3/17 DONS N 3/17 RONS CAR CARE Y 3/21 DONS Y 3/22 RONS CAR CARE Y 3/22 RONS CAR CARE Y 3/22 RONS CAR CARE Y 3/26 DONS Y 3/26 RONS CAR CARE Y 3/29 DONS Y 3/20 DONS Y 3/21 RONS CAR CARE Y 3/22 RONS CAR CARE Y 3/24 RONS CAR CARE Y 3/25 RONS CAR CARE	2/14	DONS			Ν
2/15 RONS CAR CARE Y2/17 DONSN2/17 RONS CAR CARE Y2/22 DONSY2/23 RONS CAR CARE Y2/23 RONS CAR CARE Y2/24 DONSN2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 RONS CAR CARE Y3/18 RONS CAR CARE Y3/20 RONS CAR CARE Y3/21 DONSN3/17 RONS CAR CARE Y3/22 RONS CAR CARE Y3/22 RONS CAR CARE Y3/26 DONSY3/26 RONS CAR CARE Y3/29 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/9 RONS CAR CARE Y4/9 RONS CAR CARE Y4/9 RONS CAR CARE Y4/11 RONS CAR CARE Y4/13 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/14	RONS	CAR	CARE	Y
2/17 DONSN2/17 RONS CAR CARE Y2/22 DONSY2/23 RONS CAR CARE Y2/23 RONS CAR CARE Y2/24 DONSN2/24 RONS CAR CARE Y2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/22 RONS CAR CARE Y3/26 DONSY3/26 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/12 DONSY4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/15	DONS			N
2/17 RONS CAR CARE Y2/22 DONSY2/23 RONS CAR CARE Y2/23 RONS CAR CARE Y2/24 DONSN2/24 RONS CAR CARE Y2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/22 RONS CAR CARE Y3/26 DONSY3/26 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/12 DONSY4/14 RONS CAR CARE Y4/17 DONSN4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/15	RONS	CAR	CARE	Y
2/22 DONSY2/23 RONS CAR CARE Y2/23 RONS CAR CARE Y2/24 DONSN2/24 RONS CAR CARE Y2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/17 RONS CAR CARE Y3/17 RONS CAR CARE Y3/17 RONS CAR CARE Y3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/22 RONS CAR CARE Y3/26 RONS CAR CARE Y3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/9 RONS CAR CARE Y4/11 RONS CAR CARE Y4/12 DONSY4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/17	DONS			N
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2/23 DONSN2/23 RONS CAR CARE Y2/24 DONSN2/24 RONS CAR CARE Y2/25 DONSN2/25 RONS CAR CARE Y2/28 RONS CAR CARE Y3/1 DONSN2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 RONS CAR CARE Y3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/26 RONS CAR CARE Y3/26 RONS CAR CARE Y3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/4 RONS CAR CARE Y4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/13 RONS CAR CARE Y4/14 DONS4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/22	DONS			Y
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2/24 RONS CAR CARE Y2/25 DONSN2/25 RONS CAR CARE Y2/28 DONSN2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 RONS CAR CARE Y3/17 DONSN3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/22 RONS CAR CARE N3/22 RONS CAR CARE N3/26 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/13 RONS CAR CARE Y4/14 DONSY4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/23	RONS	CAR	CARE	Y
2/25 DONSN2/25 RONS CAR CARE Y2/28 DONSN2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 DONSY3/11 RONS CAR CARE Y3/8 DONSY3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE Y3/22 DONSY3/26 DONSY3/26 DONSY3/276 DONSY3/28 RONS CAR CARE Y3/29 DONSY3/29 DONSY4/4 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/13 RONS CAR CARE Y4/14 DONSN4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/24	DONS			Ν
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2/28 DONSN2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 DONSY3/11 RONS CAR CARE Y3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE N3/22 RONS CAR CARE N3/26 DONSY3/26 RONS CAR CARE Y3/276 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/6 DONSN4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 DONSN4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/25	DONS			Ν
2/28 RONS CAR CARE Y3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 DONSY3/11 RONS CAR CARE Y3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE N3/22 RONS CAR CARE N3/26 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/6 RONS CAR CARE Y4/6 RONS CAR CARE Y4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	2/25	RONS	CAR	CARE	Y
3/1 DONSN3/1 RONS CAR CARE Y3/5 DONSY3/8 RONS CAR CARE Y3/8 DONSY3/11 RONS CAR CARE Y3/17 DONSN3/17 RONS CAR CARE Y3/21 DONSY3/22 RONS CAR CARE N3/22 DONSY3/26 DONSY3/26 DONSY3/27 DONSY3/26 RONS CAR CARE Y3/29 DONSY4/4 RONS CAR CARE Y4/6 DONSN4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 RONS CAR CARE Y4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y4/17 RONS CAR CARE Y	_, _ = =				
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3/26 RONS CAR CARE Y 3/29 DONS Y 4/4 RONS CAR CARE Y 4/6 DONS N 4/6 RONS CAR CARE Y 4/9 DONS N 4/9 RONS CAR CARE Y 4/9 DONS Y 4/11 RONS CAR CARE Y 4/11 RONS CAR CARE Y 4/12 DONS Y 4/13 RONS CAR CARE Y 4/14 DONS N 4/14 RONS CAR CARE Y 4/17 DONS N 4/17 RONS CAR CARE Y					•
3/29 DONSY4/4 RONS CAR CARE Y4/6 DONSN4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 DONSN4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y				_	-
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4/6 DONSN4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 DONSN4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y				_	•
4/6 RONS CAR CARE Y4/9 DONSN4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 DONSN4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y			CAR	CARE	
4/9 DONSN4/9 RONS CAR CARE Y4/9 DONS4/11 RONS CAR CARE Y4/11 RONS CAR CARE Y4/12 DONS4/13 RONS CAR CARE Y4/14 DONS4/14 RONS CAR CARE Y4/17 DONS4/17 RONS CAR CARE Y					
4/9 RONS CAR CARE Y4/9 DONSY4/11 RONS CAR CARE Y4/12 DONSY4/13 RONS CAR CARE Y4/14 DONSN4/14 RONS CAR CARE Y4/17 DONSN4/17 RONS CAR CARE Y				CARE	
4/9 DONSY4/11 RONS CAR CARE Y4/12 DONS4/13 RONS CAR CARE Y4/14 DONS4/14 RONS CAR CARE Y4/17 DONS4/17 RONS CAR CARE Y				<u></u>	
4/11 RONS CAR CARE Y4/12 DONS4/12 DONSY4/13 RONS CAR CARE Y4/14 DONS4/14 RONS CAR CARE Y4/17 DONS4/17 RONS CAR CARE Y			CAR	CARE	
4/12 DONS Y 4/13 RONS CAR CARE Y 4/14 DONS N 4/14 RONS CAR CARE Y 4/17 DONS N 4/17 RONS CAR CARE Y			015	0.15-	
4/13 RONS CAR CARE Y4/14 DONS4/14 RONS CAR CARE Y4/17 DONS4/17 RONS CAR CARE Y			CAR	CARE	
4/14 DONSN4/14 RONS CAR CARE Y4/17 DONS4/17 RONS CAR CARE Y			015	0.15-	-
4/14 RONS CAR CARE Y 4/17 DONS N 4/17 RONS CAR CARE Y			CAR	CARE	
4/17 DONS N 4/17 RONS CAR CARE Y			015	0.15-	
4/17 RONS CAR CAREY			CAR	CARE	
			045	0455	
4/17 DONS Y				CARE	
	4/17	DONS			Y

	2024 TOW LOG	- DON
DATE	COMPANY	ACCEPTED?
1/3	DONS	Ν
1/5	DONS	Ν
1/6	DONS	Ν
1/11	DONS	Y
1/13	DONS	Υ
1/13	DONS	Ν
1/13	DONS	Ν
	DONS	Y
	DONS	Ν
	DONS	Ν
	DONS	Y
	DONS	Ν
	DONS	Ν
	DONS	Υ
	DONS	Y
	DONS	Y
	DONS	Ν
-	DONS	Ν
	DONS	Ν
	DONS	Y
	DONS	N
	DONS	N
	DONS	N
	DONS	Y
	DONS	N
	DONS	Y
	DONS	Y
	DONS	N
	DONS	Y
	DONS	N
	DONS	N
	DONS	Y
	DONS	Y
	DONS	N
	DONS	N
4/17	DONS	Y

2024	TOW LOG - RON CAR CARE
DATE	COMPANY ACCEPTED?
1/3	RONS CAR CAREY
1/5	RONS CAR CARE Y
1/6	RONS CAR CAREY
1/13	RONS CAR CAREY
	RONS CAR CARE N
	RONS CAR CAREY
1/25	RONS CAR CARE N
	RONS CAR CAREY
-	RONS CAR CAREY
-	RONS CAR CAREY
	RONS CAR CARE Y
	RONS CAR CAREY
	RONS CAR CARE Y
	RONS CAR CAREY
	RONS CAR CAREY
	RONS CAR CAREN
	RONS CAR CAREY
-	RONS CAR CAREY
	RONS CAR CAREY
4/17	RONS CAR CAREY

	2024 TOW L	.OG FULL
DATE	COMPANY	ACCEPTED?
1/2	2 TODDS	Y

2023 TOW LOG F	
	ACCEPTED?
1/2 DONS	
1/2 RONS CAR CAREY	
1/3 DONS Y	•
1/7 RONS CAR CAREY	
1/9 DONS	•
1/9 RONS CAR CARE Y	
1/9 DONS Y	•
1/16 RONS CAR CARE Y	
1/18 DONS	
1/18 RONS CAR CARE Y	
1/18 DONS Y	
1/20 RONS CAR CARE Y	
1/20 DONS Y	
1/20 RONS CAR CARE Y	
1/21 DONS Y	•
1/22 RONS CAR CARE Y	
1/22 DONS	•
1/22 RONS CAR CARE Y	
1/23 DONS Y	
1/25 RONS CAR CARE Y	
1/26 DONS	The second se
1/26 RONS CAR CAREY 1/26 DONS	
1/27 RONS CAR CARE Y	
1/27 DONS CAR CARE Y	
1/28 RONS CAR CAREY	
1/29 DONS Y	
1/29 RONS CAR CARE Y	•
1/30 DONS	
1/30 RONS CAR CARE Y	
2/2 DONS Y	
2/3 RONS CAR CARE Y	/
2/4 DONS	
2/4 RONS CAR CARE Y	
2/5 DONS	
2/5 RONS CAR CARE Y	
2/5 DONS Y	
2/12 RONS CAR CARE Y	•
2/12 DONS Y	
2/12 RONS CAR CARE	N
2/12 DONS Y	
2/13 RONS CAR CAREY	(
2/16 DONS	
2/16 RONS CAR CAREY	(
2/18 DONS	
2/18 RONS CAR CAREY	(
2/19 DONS Y	(

0/00	
	RONS CAR CAREY
	CAR CARE PD Y
	DONS N
	RONS CAR CARE <mark>N</mark>
	DONS Y
2/26	RONS CAR CAREY
	DONS Y
3/1	RONS CAR CAREY
3/3	DONS Y
3/4	RONS CAR CAREY
3/4	DONS Y
3/5	RONS CAR CAREY
3/7	DONS Y
3/11	RONS CAR CAREY
3/13	DONS N
3/13	RONS CAR CARE Y
3/14	DONS Y
3/16	RONS CAR CAREY
	DONS N
	RONS CAR CARE Y
	DONS N
	RONS CAR CARE Y
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	RONS CAR CARE y
	DONS y
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	DONS y
	RONS CAR CAREy
	DONS y
	RONS CAR CARE y
E/C	

5/6 DONS

у

5/7 RONS CAR CAREy 5/7 DONS y 5/9 RONS CAR CARE v У 5/11 DONS 5/12 RONS CAR CAREy 5/17 DONS y 5/22 RONS CAR CAREy 5/23 DONS У 5/23 RONS CAR CAREy У 5/23 DONS 5/25 RONS CAR CAREy 5/27 DONS y 5/29 RONS CAR CAREy n 5/31 DONS 5/31 RONS CAR CAREy у 5/31 DONS 5/31 RONS CAR CAREy 6/1 DONS y 6/10 RONS CAR CAREy 6/12 DONS n 6/12 RONS CAR CAREy 6/13 DONS n 6/13 RONS CAR CAREn у 6/14 DONS 6/15 RONS CAR CAREy 6/17 DONS y 6/18 RONS CAR CAREy 6/22 DONS У 6/24 RONS CAR CAREy 6/25 DONS y 6/30 RONS CAR CAREy n 7/3 DONS 7/3 RONS CAR CAREy У 7/4 DONS 7/9 RONS CAR CAREy 7/10 DONS У 7/12 RONS CAR CAREy 7/13 DONS y 7/14 RONS CAR CAREy 7/15 DONS n 7/15 RONS CAR CAREy 7/19 DONS V 7/22 RONS CAR CAREn у 7/22 DONS 7/28 RONS CAR CAREy 7/28 DONS n 7/28 RONS CAR CAREy 7/28 DONS У 7/28 RONS CAR CAREn

7/28	DONS			V
	RONS	CAR	CARF	,
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	RONS	CAR	CARE	
	DONS			n
	RONS	CAR	CARE	V
	DONS		-	y V
	RONS	CAR	CARE	
	DONS			n
	RONS	CAR	CARE	V
	DONS			y V
8/12	RONS	CAR	CARE	
	DONS			n
8/14	RONS	CAR	CARE	у
	DONS			y V
8/14	RONS	CAR	CARE	y
	DONS			n
8/15	RONS	CAR	CARE	у
8/16	DONS			y y
8/17	RONS	CAR	CARE	•
	DONS			y y
8/21	RONS	CAR	CARE	y
8/22	DONS			y
8/23	RONS	CAR	CARE	у
8/25	DONS			у
8/25	RONS	CAR	CARE	у
8/28	DONS			n
8/28	RONS	CAR	CARE	У
8/28	DONS			У
8/31	RONS	CAR	CARE	у
	DONS			n
	RONS	CAR	CARE	у
	DONS			у
	RONS	CAR	CARE	у
	DONS			n
	RONS	CAR	CARE	у
	DONS			у
	RONS		CARE	У
	DONS			n
	RONS	CAR	CARE	n
	DONS	•		n
	TODD		<u> </u>	Y
	RONS		CARE	
	DONS		0.15-	N
	RONS		CARE	
	DONS		0455	N
9/16	RONS	CAR	CARE	Y

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9/17 DONS	N
9/17 RONS C	CAR CAREY
9/20 DONS	Y
9/22 RONS C	CAR CAREY
9/24 DONS	Y
9/27 RONS C	CAR CAREY
9/29 DONS	N
9/29 RONS C	CAR CAREY
10/1 DONS	N
10/1 RONS C	CAR CAREY
10/1 DONS	N
10/1 RONS C	CAR CAREY
10/1 DONS	N
10/1 RONS C	CAR CAREY
10/2 DONS	Y
10/11 RONS C	CAR CARE Y
10/13 DONS	Y
10/13 RONS C	CAR CARE Y
10/14 DONS	Y
10/14 RONS C	CAR CARE Y
10/14 DONS	Y
10/16 RONS C	CAR CARE Y
10/17 DONS	N
10/17 RONS C	CAR CARE Y
10/17 DONS	Y
10/21 RONS C	CAR CARE Y
10/22 DONS	N
10/22 RONS C	CAR CARE Y
10/23 DONS	N
10/23 RONS C	CAR CAREY
10/24 DONS	Y
10/24 RONS C	CAR CARE <mark>N</mark>
10/24 DONS	Y
10/26 RONS C	CAR CAREY
10/26 DONS	N
10/26 RONS C	CAR CARE Y
10/28 DONS	Y
10/29 RONS C	CAR CARE <mark>N</mark>
10/29 DONS	N
10/29 TODDS	У
10/30 RONS C	CAR CARE y
10/30 DONS	n
10/30 RONS C	CAR CARE y
10/30 DONS	n
10/30 RONS C	CAR CARE y
10/31 DONS	y
11/3 RONS C	CAR CARE y
11/3 DONS	У
11/5 RONS C	CAR CARE y

11/8 DONS	y
11/9 RONS CAR CAR	,
11/9 DONS	y
11/13 RONS CAR CAR	,
11/13 DONS	n
11/13 RONS CAR CAR	V
11/18 DONS	n
11/18 RONS CAR CAR	n
11/18 DONS	y
11/21 RONS CAR CAR	•
11/24 DONS	n
11/24 RONS CAR CAR	y
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11/24 RONS CAR CAR	y
11/25 DONS	n
11/25 TODDS	у
11/25 RONS CAR CAR	у
11/25 DONS	n
11/27 TODDS	у
11/28 RONS CAR CAR	y
12/1 DONS	n
12/1 CAR CARE PD	Y
12/3 DONS	Ν
12/3 RONS CAR CAR	Y
12/5 DONS	Ν
12/5 RONS CAR CAR	Y
12/5 DONS	Y
12/5 RONS CAR CAR	Y
12/6 DONS	Y
12/7 RONS CAR CAR	
12/7 DONS	N
12/7 RONS CAR CAR	
12/7 DICKS TOWING	
12/8 DONS	Y
12/8 RONS CAR CAR	
12/10 DONS	N
12/10 RONS CAR CAR	
12/10 TODDS	Y
12/11 DONS	N
12/11 RONS CAR CAR	
12/13 DONS	N
12/13 RONS CAR CAR	
12/16 DONS	N
12/16 RONS CAR CAR	
12/16 TODDS	Y
12/16 DONS	N
12/16 RONS CAR CAR 12/18 DONS	Y
12/18 DONS 12/18 RONS CAR CAR	-
12/10 NUNG CAR CAR	. 1

ltem 15.

12/19 [DONS			Ν	
12/19 F	RONS	CAR	CARE	Υ	
12/20 [DONS			Υ	
12/21 F	RONS	CAR	CARE	Y	
12/23 [DONS			Y	
12/23 F	RONS	CAR	CARE	Υ	
12/24 [DONS			Ν	
12/24 F	RONS	CAR	CARE	Υ	
12/24 [DONS			Ν	
12/24 F	RONS	CAR	CARE	Υ	
12/26 [DONS			Y	
12/28 F	RONS	CAR	CARE	Υ	
12/28 [DONS			Ν	
12/28 F	RONS	CAR	CARE	Υ	
12/31 [DONS			Y	

	2023 TOW LOG -	DONS
DATE	COMPANY	ACCEPTED?
1/2	DONS	Ν
1/3	DONS	Y
1/9	DONS	Ν
1/9	DONS	Y
1/18	DONS	Ν
1/18	DONS	Y
1/20	DONS	Y
1/21	DONS	Y
1/22	DONS	Ν
1/23	DONS	Y
1/26	DONS	Ν
1/26	DONS	Ν
1/27	DONS	Υ
1/29	DONS	Y
1/30	DONS	Ν
2/2	DONS	Y
2/4	DONS	Ν
2/5	DONS	Ν
2/5	DONS	Υ
2/12	DONS	Y
2/12	DONS	Υ
2/16	DONS	Ν
2/18	DONS	Ν
	DONS	Y
2/21	DONS	Ν
2/22	DONS	Y
2/26	DONS	Y
3/3	DONS	Y
3/4	DONS	Y
3/7	DONS	Υ
	DONS	Ν
3/14	DONS	Υ
	DONS	Ν
	DONS	Ν
3/24	DONS	Υ
	DONS	Ν
	DONS	Ν
	DONS	Ν
4/4	DONS	Υ
	DONS	Ν
	DONS	у
	DONS	У
4/21	DONS	У
4/28	DONS	У
4/30	DONS	У
5/5	DONS	У
5/6	DONS	У

5/7	DONS	у
	DONS	y y
	DONS	y y
	DONS	y
	DONS	y y
	DONS	y y
	DONS	n
	DONS	y
	DONS	y y
	DONS	n
	DONS	n
	DONS	y
	DONS	y y
	DONS	y y
	DONS	y y
	DONS	n
	DONS	у
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9/16	DONS	Ν

9/17 DONS Ν 9/20 DONS Υ Y 9/24 DONS 9/29 DONS Ν 10/1 DONS Ν 10/1 DONS Ν 10/1 DONS Ν Y 10/2 DONS Y 10/13 DONS Y 10/14 DONS Y 10/14 DONS 10/17 DONS Ν 10/17 DONS Y 10/22 DONS Ν 10/23 DONS Ν 10/24 DONS Υ Y 10/24 DONS 10/26 DONS Ν 10/28 DONS Y 10/29 DONS Ν 10/30 DONS n 10/30 DONS n 10/31 DONS у 11/3 DONS у 11/8 DONS у 11/9 DONS у 11/13 DONS n 11/18 DONS n 11/18 DONS у 11/24 DONS n 11/24 DONS У 11/25 DONS n 11/25 DONS n 12/1 DONS n 12/3 DONS Ν 12/5 DONS Ν Y 12/5 DONS Y 12/6 DONS 12/7 DONS Ν 12/8 DONS Υ Ν 12/10 DONS 12/11 DONS Ν Ν 12/13 DONS 12/16 DONS Ν 12/16 DONS Ν Y 12/18 DONS 12/19 DONS Ν Y 12/20 DONS Y 12/23 DONS

12/24 DONS	Ν
12/24 DONS	N
12/26 DONS	Y
12/28 DONS	N
12/31 DONS	Y

	TOW LOG - RONS CAR CARE
DATE	COMPANY ACCEPTED?
1/2	RONS CAR CAREY
1/7	RONS CAR CAREY
1/9	RONS CAR CAREY
1/16	RONS CAR CAREY
1/18	RONS CAR CAREY
1/20	RONS CAR CARE Y
1/20	RONS CAR CAREY
1/22	RONS CAR CARE Y
1/22	RONS CAR CAREY
1/25	RONS CAR CARE Y
1/26	RONS CAR CAREY
1/27	RONS CAR CARE Y
1/28	RONS CAR CAREY
1/29	RONS CAR CARE Y
1/30	RONS CAR CAREY
2/3	RONS CAR CARE Y
2/4	RONS CAR CAREY
2/5	RONS CAR CARE Y
2/12	RONS CAR CAREY
2/12	RONS CAR CARE N
2/13	RONS CAR CARE Y
2/16	RONS CAR CARE Y
2/18	RONS CAR CAREY
2/20	RONS CAR CARE Y
2/21	RONS CAR CAREN
2/26	RONS CAR CAREY
3/1	RONS CAR CAREY
3/4	RONS CAR CARE Y
3/5	RONS CAR CAREY
3/11	RONS CAR CAREY
3/13	RONS CAR CAREY
	RONS CAR CAREY
	RONS CAR CAREY
3/19	RONS CAR CAREY
3/23	RONS CAR CAREY
	RONS CAR CAREY
	RONS CAR CARE Y
	RONS CAR CARE Y
	RONS CAR CARE Y
	RONS CAR CAREY
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	RONS CAR CARE y
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	RONS CAR CARE y
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5/7	RONS	CAR	CARE	v
	RONS			•
	RONS			•
	RONS			,
	RONS			•
5/31	RONS	CAR	CARE	y
6/10	RONS	CAR	CARE	y
6/12	RONS	CAR	CARE	y
6/13	RONS	CAR	CARE	n
6/15	RONS	CAR	CARE	у
6/18	RONS	CAR	CARE	у
6/24	RONS	CAR	CARE	у
6/30	RONS	CAR	CARE	у
7/3	RONS	CAR	CARE	у
7/9	RONS	CAR	CARE	у
7/12	RONS	CAR	CARE	У
7/14	RONS	CAR	CARE	у
7/15	RONS	CAR	CARE	У
7/22	RONS	CAR	CARE	n
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5/10	NONO	ORIN	URINE	I

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10/23	RONS	CAR	CARE	Y
	RONS			
10/26	RONS	CAR	CARE	Y
10/26	RONS	CAR	CARE	Y
	RONS			
	RONS			•
10/30	RONS	CAR	CARE	У
10/30	RONS	CAR	CARE	У
11/3	RONS	CAR	CARE	У
11/5	RONS	CAR	CARE	У
11/9	RONS	CAR	CARE	У
11/13	RONS	CAR	CARE	У
11/13	RONS	CAR	CARE	У
	RONS			
11/21	RONS	CAR	CARE	У
11/24	RONS	CAR	CARE	У
11/24	RONS	CAR	CARE	У
	RONS			
	RONS			
	RONS			
12/5	RONS	CAR	CARE	Y
	RONS			
	RONS			
	RONS	-	-	
12/8	RONS	CAR	CARE	Y
	RONS			
12/11	RONS	CAR	CARE	Y
	RONS			
	RONS			
	RONS			
12/18	RONS	CAR	CARE	Y
	RONS			
12/21	RONS	CAR	CARE	Y
	RONS			
12/24	RONS	CAR	CARE	Y

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12/24 RONS CAR CAREY 12/28 RONS CAR CAREY 12/28 RONS CAR CAREY

2023 TOW LOG - OTHER	
DATE COMPANY ACCEPTE	D?
2/21 CAR CARE PD Y	
9/9 TODDS Y	
10/29 TODDS y	
11/25 TODDS y	
11/27 TODDS y	
12/1 CAR CARE PD Y	
12/7 DICKS TOWING Y	
12/10 TODDS Y	
12/16 TODDS Y	

2022 TOW LOG						
Date	Company	Accept Tow?	Notes			
-	DONS	Y				
	RONS CAR (CAREY				
	DONS	N				
	RONS CAR (
	DONS	N				
	RONS CAR (CARE <mark>N</mark>				
	TODDS	Y				
	DONS	Y				
	RONS CAR (
	DONS	N				
	RONS CAR (
-	DONS	Y				
	RONS CAR (
	DONS	N				
	DONS	Y				
	RONS CAR (
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	DONS	N				
	RONS CAR (
	DONS	Y				
	RONS CAR (CAREV				
	DONS	N				
2/3	RONS CAR	CAREV				
	DONS	ý				
2/4	RONS CAR	CAREy				
	DONS	N				
2/5	RONS CAR (CAREy				
2/5	DONS	ý				
2/5	RONS CAR (CAREy				
2/7	DONS	У				
2/7	RONS CAR (CAREy				
	DONS	У				
	RONS CAR (CAREy				
2/11	DONS	У				
	RONS CAR (CAREy				
2/12	DONS	N				

2/12	RONS	CAR	CARE	у
2/14	DONS			у
2/15	RONS	CAR	CARE	у
2/16	DONS			у
2/17	RONS	CAR	CARE	у
2/20	DONS			Ν
	RONS	CAR	CARE	Υ
2/24	DONS			Υ
2/24	RONS	CAR	CARE	Y
	DONS			Ν
2/25	RONS	CAR	CARE	Υ
2/28	DONS			Ν
	RONS	CAR	CARE	Y
2/28	DONS			Y
	RONS	CAR	CARE	Ν
3/2	DONS			Y
	RONS	CAR	CARE	Y
	DONS			Ν
	RONS	CAR	CARE	
	DONS			Y
	DONS			Ν
	RONS			
3/11	RONS	CAR	CARE	Y
3/11	DONS			Υ
3/11	RONS	CAR	CARE	Y
3/13	DONS			Ν
3/13	RONS	CAR	CARE	Υ
3/13	DONS			Υ
3/16	RONS	CAR	CARE	Υ
3/18	DONS			Υ
3/18	RONS	CAR	CARE	Y
3/27	DONS			Ν
3/27	RONS	CAR	CARE	Υ
3/31	DONS			Y
4/2	RONS	CAR	CARE	Ν
4/2	DONS			Ν

4/2 TODDS

4/2 DONS

4/3 DONS

4/6 DONS

4/6 DONS

4/7 DONS

4/10 DONS

4/2 RONS CAR CAREN

4/2 RONS CAR CAREY

4/3 RONS CAR CAREY

4/6 RONS CAR CAREY 4/6 RONS CAR CAREY

4/7 RONS CAR CAREY

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Ν

N

Υ

4/10 RONS CAR CAREY	
4/20 DONS N	
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3/2	DONS	Υ			
3/10	DONS	Ν			
3/10	DONS	Y			
3/11	DONS	Ν			
3/11	DONS	Y			
3/13	DONS	Ν			
3/13	DONS	Y			
3/18	DONS	Y			
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12/30	RONS	CAR	CARE	у		
12/31	RONS	CAR	CARE	у		

2022 TOW LOG - OTHER						
Date	Company	Accept Tow?	Notes			
1/10	TODDS	Y				
4/2	TODDS	Y				
5/6	TODDS	у				
5/18	DICKS TOWING	у				
6/11	TODDS	у				
6/17	TODDS	у				
7/10	TODDS	у				
8/22	TODDS	у				
8/27	TODDS	у				
9/18	TODDS	у				
9/26	TODDS	у				
10/28	TODDS	у				
12/29	TODDS	у				

RESOLUTION NO.

A RESOLUTION APPROVING THE APPLICATION OF TODD'S TOWING & RECOVERY TO THE CITY OF CREST HILL POLICE DEPARTMENT TOWING COMPANY ROTATION

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 have established a comprehensive set of Ordinances regarding Business Licensing and Regulation of Businesses withing the City in Title 5 of the City Code, including Chapter 5.68 regarding Towing Companies; and

WHEREAS, Chapter 5.68 sets out certain requirements for Towing Companies and an application process by which a Towing Company may become approved by the City of Crest Hill to perform towing services to the Crest Hill Police Department; and

WHEREAS, the Crest Hill Police Department has received an application from Todd's Towing & Recovery located at 16100 S. Lincoln Highway in Plainfield, Illinois; and

WHEREAS, the Crest Hill Police Department has reviewed the application and information submitted and has recommended approval of Todd's Towing & Recovery as an authorized Towing Company and participant in the Crest Hill Police Department's Rotation Tow List; and

WHEREAS, Section 5.68.030 of the City's Code of Ordinances has been amended to allow the storage of police tows either within the City's Corporate Boundary or within 3.5 miles of the City's Corporate Boundary; and

WHEREAS, Todd's Towing & Recovery is approximately 2.5 miles from the Corporate Boundary of Crest Hill; and

WHEREAS, the Corporate Authorities of the City of Crest Hill have determined that Todd's Towing & Recovery should be added to the Crest Hill Police Department Towing Program as an authorized Towing Company.

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

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

SECTION 2: Todd's Towing & Recovery, located at 16100 S. Lincoln Highway, Plainfield, IL is hereby approved and added to the Crest Hill Police Department Towing Program as an authorized Towing Company.

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

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

SECTION 5: EFFECTIVE DATE. This Resolution shall be in full force and effect immediately upon its passage and approval, as provided by law.

[Intentionally Blank]

PASSED THIS 5TH DAY OF AUGUST, 2024.

	Aye	Nay	Absent	Abstain
Alderwoman Jennifer Methvin				
Alderman Scott Dyke				
Alderwoman Claudia Gazal				
Alderman Darrell Jefferson				
Alderperson Tina Oberlin		·······		
Alderman Mark Cipiti		÷	i	
Alderman Nate Albert				· · · · · · · · · · · · · · · · · · ·
Alderman Joe Kubal				
Mayor Raymond R. Soliman				
Wayor Raymond R. Somman	3			

Christine Vershay-Hall, City Clerk

APPROVED THIS 5TH DAY OF AUGUST, 2024.

Raymond R. Soliman, Mayor

ATTEST:

Christine Vershay-Hall, City Clerk

Agenda Memo





August 5, 2024
City Clerk, Christine Vershay-Hall
City Clerk's Office
Approve an Application for a Movie Night for Loch Ln – Pat Rowe

Summary:

Pat Rowe, is seeking approval to have a movie night on Friday, August 23rd, 2024, with a rain date of Saturday, August 24, 2024, from 6:00 p.m. until 10:30 p.m.

The request is to close off Loch Ln.to Abbey Ln and Abbey Ln. to Prestwick Dr..

Recommended Council Action:

Approve an Application for a Movie Night – Pat Rowe

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

Block Party/Movie Night Application

	ltem
Crest Hill RECEIVED AUG 0 2 20	024
20600 City Center Blvd.	
Crest Hill, IL 60403	
815-741-5100	
Movie Wigh F Block Party Application	
Date of Block Party: 6pm - 10:30 pm	
Name and address of person requesting the block party: Pat Rowe.	
21503 Loch Lane Phone number:	
We are asking to close off: Loch hn. to Abbey have (street names and/or to address and from address)	
From and To intersection of Abbey Ln. To Prestwick Dr. (**Per Ordinance #1032-Any loud noise heard after 11:00 p.m. on Friday and Saturday and after 10:00 p.m. on Sunday through Thursday	is
considered a nuisance and can be charged with a violation of Ordinance #1032**).	
Would you like the Police Department to stop and talk with the residents if available?	
Would you like the Lockport Fire Department to stop and talk with the residents if available? Yes No	

The Crest Hill Public Works Department will supply you with barricades that will be dropped off the day prior to the block party at the applicant's house and will be picked up the next available workday after your party. You are required to pay an upfront \$100.00 refundable deposit. If the barricades are found to be missing and/or damaged your deposit will go towards the repairs or purchase of the barricades. The deposit will be completely refunded to the resident after all conditions of the barricades are met within 7 business days of the event.

You are not allowed to have open liquor on the city streets. within 7 days of the event.

You are not allowed to have open fires on the City streets, but you can have grills.

Please make sure that all garbage is cleaned up and tables, chairs and grills are removed prior to the street being reopened.

The City of Crest Hill hopes that you have a safe and enjoyable block party.

****NOTE****

Please mark one of the following:

____Yes, I will be attending a City Council meeting to seek approval for the block party.

_____No, I will not be attending a City Council meeting, but request the City Clerk to seek permission from the Council and notify me of the decision.

Alli

<u>Lug, 2, 2024</u> Datel

(Signature)

City Clerk's Office Check List

OFFICE USE ONLY: (Give copies to the following departments after approval granted by Council)

Fax/Email the Lockport Fire Department at (815) 838-9	141 Email Police D	epartment
Copy given to Public Works Department	Permission letter ma	iled to applicant
Email copy to: amartino@cityofcresthill.com	_meulitz@cityofcresthill.com	klinden@citytofcresthill.com

<u>__Christine Vershay-Hall, City Clerk</u>____ 6/2024 Council approval date

17.

CITY OF CREST HILL

Paid Invoice Report - Audit Check issue dates: 5/1/2020 - 8/31/2024

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 07/25/2024,08/06/2024

umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
26	Aflac	849142	AFLAC MONTHLY	07/26/2024	1,533.60	1,533.60	22698	08/06/2024	724	01002439
Tota	al 26:				1,533.60	1,533.60				
46	Republic Ser	0721-008089	JULY MONTHLY	07/20/2024	250.25	250.25	22769	08/06/2024	724	80005300
40		0721-008089	OVERAGE CHARGE E	07/20/2024	91.65	91.65	22769	08/06/2024		07085300
		0721-008089	JULY MONTHLY SERVI	07/20/2024	117,091.05	117,091.05	22769	08/06/2024		80005300
Tota	al 46:				117,432.95	117,432.95				
82	Vestis	6030305191	UNIFORMS FOR EAST	07/03/2024	52.47	52.47	22789	08/06/2024	724	07085300
		6030305191	UNIFORMS FOR WATE	07/03/2024	34.63	34.63	22789	08/06/2024	724	07065300
		6030305192	UNIFORMS FOR FLEE	07/03/2024	30.53	30.53	22789	08/06/2024		01075300
		6030305192	UNIFORMS FOR STRE	07/03/2024	79.94	79.94	22789	08/06/2024	724	01035300
		6030305192	MATS FOR PUBLIC WO	07/03/2024	38.59	38.59	22789	08/06/2024		01045300
		6030305192	RESTROOM SERVICE	07/03/2024	64.50	64.50	22789	08/06/2024		01045300
		6030305192	UNIFORMS FOR BUILD	07/03/2024	121.81	121.81	22789	08/06/2024		01045300
		6030306266	UNIFORMS FOR WEST	07/05/2024	35.41	35.41	22789	08/06/2024		07085300
		6030307588	MATS EAST PLANT	07/10/2024	75.36	75.36	22789	08/06/2024		01045300
		6030307588	UNIFORMS FOR EAST	07/10/2024	50.78	50.78	22789	08/06/2024		07085300
		6030307588	UNIFORMS FOR WATE	07/10/2024	35.44	35.44	22789	08/06/2024		07065300
		6030307589	UNIFORMS FOR FLEE	07/10/2024	66.65	66.65	22789	08/06/2024		01075300
		6030307589					22789	08/06/2024		01075300
			UNIFORMS FOR STRE	07/10/2024	83.06	83.06				
		6030307589	MATS FOR PUBLIC WO	07/10/2024	118.70	118.70	22789	08/06/2024		01045300
		6030307589	RESTROOM SERVICE	07/10/2024	64.50	64.50	22789	08/06/2024		01045300
		6030307589	UNIFORMS FOR BUILD	07/10/2024	41.22	41.22	22789	08/06/2024		01045300
		6030308593	UNIFORMS FOR WEST	07/12/2024	35.41	35.41	22789	08/06/2024		07085300
		6030309918	UNIFORMS FOR EAST	07/17/2024	52.47	52.47	22789	08/06/2024		07085300
		6030309918	UNIFORMS FOR WATE	07/17/2024	34.63	34.63	22789	08/06/2024		07065300
		6030309919	UNIFORMS FOR FLEE	07/17/2024	28.55	28.55	22789	08/06/2024		01075300
		6030309919	UNIFORMS FOR STRE	07/17/2024	77.96	77.96	22789	08/06/2024		01035300
		6030309919	MATS FOR PUBLIC WO	07/17/2024	36.61	36.61	22789	08/06/2024	724	01045300
		6030309919	RESTROOM SERVICE	07/17/2024	64.50	64.50	22789	08/06/2024	724	01045300
		6030309919	UNIFORMS FOR BUILD	07/17/2024	30.11	30.11	22789	08/06/2024	724	01045300
		6030311025	UNIFORMS FOR WEST	07/19/2024	35.41	35.41	22789	08/06/2024	724	07085300
		6030312328	MATS EAST PLANT	07/24/2024	108.76	108.76	22789	08/06/2024	724	01045300
		6030312328	UNIFORMS FOR EAST	07/24/2024	33.49	33.49	22789	08/06/2024	724	07085300
		6030312328	UNIFORMS FOR WATE	07/24/2024	15.65	15.65	22789	08/06/2024	724	07065300
		6030312339	UNIFORMS FOR FLEE	07/24/2024	30.52	30.52	22789	08/06/2024	724	01075300
		6030312339	UNIFORMS FOR STRE	07/24/2024	79.93	79.93	22789	08/06/2024	724	01035300
		6030312339	MATS FOR PUBLIC WO	07/24/2024	117.59	117.59	22789	08/06/2024	724	01045300
		6030312339	RESTROOM SERVICE	07/24/2024	64.50	64.50	22789	08/06/2024	724	01045300
			UNIFORMS FOR BUILD	07/24/2024	32.09	32.09	22789	08/06/2024		01045300
		6030313329	UNIFORMS FOR WEST	07/26/2024	35.41	35.41	22789	08/06/2024		07085300
Tota	al 82:				1,907.18	1,907.18				
102	AT&T 831-00		ATT PUBLIC WORKS/C FIBER NETWORK PW	06/19/2024 07/19/2024	2,500.40 2,474.42	2,500.40 2,474.42	22702 22702	08/06/2024 08/06/2024		01105350 01105350
Tota	al 102:				4,974.82	4,974.82				
103	AT&T 831-00	0189912902	INTERNET & PHONE S	07/19/2024	142.25	142.25	22703	08/06/2024	724	07065350

CITY OF	CREST HILL		Che		e Report - Audit : 5/1/2020 - 8/3	1/2024			Aug	Page 02, 2024 10:	Item 18.
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account	
		1390151909	INTERNET & PHONE S	06/19/2024	139.32	139.32	22703	08/06/2024	724	07065350	_
Tota	al 103:				281.57	281.57					
187	Christopher	193477	CH BUSINESSS PARK PROFESSIONAL SERV	07/11/2024 07/11/2024	4,125.00 9,038.75	4,125.00 9,038.75	22710 22710	08/06/2024 08/06/2024	724	01035330 01035330	
		193479	2024 ROADWAY REHA FAU TRUCK ROUTE-P PARKROSE-PROFESSI	07/11/2024 07/11/2024 07/11/2024	662.55 397.50 28,131.11	662.55 397.50 28,131.11	22710 22710 22710	08/06/2024 08/06/2024 08/06/2024	724	13005330 01035330 12007620	
Tota	al 187:				42,354.91	42,354.91					
197	C & T Constr	2232	INSTALL PROCESS PI	07/25/2024	2,585.50	2,585.50	22707	08/06/2024	724	07065300	
Tota	al 197:				2,585.50	2,585.50					
215	Carus Corpor	SLS 1011439	POLYPROPYLENE	06/03/2024	16,652.00	16,652.00	22708	08/06/2024	724	07085421	
Tota	al 215:				16,652.00	16,652.00					
285	Cintas Fire P	0F94715576	ANNUAL FIRE & EMER	05/09/2024	2,216.16	2,216.16	22711	08/06/2024	724	07085300	
Tota	al 285:				2,216.16	2,216.16					
291	City of Joliet	957307 957307	FLEET- FUEL JUNE 20 FLEET- FUEL JUNE 20 FLEET- FUEL JUNE 20 FLEET- FUEL JUNE 20	07/18/2024 07/18/2024 07/18/2024 07/18/2024	4,670.84 4,971.01 120.40 37.02	4,670.84 4,971.01 120.40 37.02	22713 22713 22713 22713 22713	08/06/2024 08/06/2024 08/06/2024 08/06/2024	724 724	01075410 01075410 01075410 01075410	
Tota	al 291:				9,799.27	9,799.27					
295	Clarke Enviro		MOSQUITO ABATEME MOSQUITO ABATEME MOSQUITO ABATEME	07/01/2024 07/08/2024 07/19/2024	3,909.00 7,931.00 3,909.00	3,909.00 7,931.00 3,909.00	22714 22714 22714	08/06/2024 08/06/2024 08/06/2024	724	01035300 01035300 01035300	
Tota	al 295:				15,749.00	15,749.00					
327	ComEd 2395	JUNE 2024	LIFT STATION ELECTR	07/06/2024	236.91	236.91	22718	08/06/2024	724	07075353	
Tota	al 327:				236.91	236.91					
430	Ditch Witch	PSO153259-	LITHIUM BATTERY KIT	06/26/2024	2,080.20	2,080.20	22724	08/06/2024	724	01035318	
Tota	al 430:				2,080.20	2,080.20					
493	ERA Waters	084052	WASTEWATER SAMPL	07/12/2024	1,145.96	1,145.96	22725	08/06/2024	724	07085306	
Tota	al 493:				1,145.96	1,145.96					
528	Feece Oil Co	2220496	FLEET- SWEEPER HY	06/07/2024	297.60	297.60	22726	08/06/2024	724	01075410	
Tota	al 528:				297.60	297.60					
569	Funks Trailer	June 2024	FLEET- 7000GVWR 88"	07/09/2024	5,127.00	5,127.00	22727	08/06/2024	724	11007301	
Tota	al 569:				5,127.00	5,127.00					

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ndor mber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
591	Geotech Inc	52673	PROFESSIONAL SURV	07/10/2024	360.00	360.00	22729	08/06/2024	724	07065330
Tota	al 591:			-	360.00	360.00				
610	Grainger	9180617327 9180617327 9180617327	TOILET PAPER TRASH BAGS PAPER TOWELS	07/12/2024 07/12/2024 07/12/2024	81.78 108.06 50.70	81.78 108.06 50.70	22730 22730 22730	08/06/2024 08/06/2024 08/06/2024	724	01045400 01045400 01045400
Tota	al 610:	0100011021			240.54	240.54		00,00,2021		
640	Llouding Inc.	6801608		-		2 608 11	00700	00/06/2024	704	07085421
640	Hawkins Inc		EAST PLANT CHEMICA CHLORINE CYLINDER	07/01/2024 07/15/2024	2,698.11 270.00	2,698.11 270.00	22732 22732	08/06/2024 08/06/2024		07085421
			EAST PLANT CHEMICA	07/15/2024	8,079.80	8,079.80	22732	08/06/2024		07085421
Tota	al 640:			-	11,047.91	11,047.91				
644	Core & Main	V204399	6' DUCTILE IRON PIPE	07/08/2024	655.80	655.80	22720	08/06/2024	724	07065430
		V215489	METER SUPPLIES	07/09/2024	453.43	453.43	22720	08/06/2024		07095470
Tota	al 644:			-	1,109.23	1,109.23				
649	Jason Heiss	June 2024	MEAL REIMBURSMEN	06/29/2024	15.00	15.00	22736	08/06/2024	724	01025343
Tota	al 649:				15.00	15.00				
727	Illinois Centra	9500264195	LICENSE 20' BLACKTO	07/02/2024	272.30	272.30	22735	08/06/2024	724	07085300
Tota	al 727:				272.30	272.30				
826	JP Morgan C	ACC of Shor	BOARDING-GROOMIN	07/03/2024	297.50	297.50	405	07/25/2024	624	01025346
		Axon Taser J	AXON TASER INSTRU	06/19/2024	495.00	495.00	405	07/25/2024	624	01025341
		Beggars Pizz	TASK FORCE-PIZZA	07/07/2024	83.33	83.33	405	07/25/2024	624	01025343
		CCROC Ann	2024 CCROC TRAININ	07/10/2024	200.00	200.00	405	07/25/2024	624	01025341
		Chewy July 2	K-9 FOOD	07/10/2024	84.53	84.53	405	07/25/2024	624	01025346
		Comcast 025	COMCAST WEST PLA	06/17/2024	243.84	243.84	405	07/25/2024		07085350
		Comcast 025	COMCAST WELL 4	06/06/2024	167.10	167.10	405	07/25/2024		07065350
		Comcast 055	COMCAST CITY CENT	06/14/2024	230.30	230.30	405	07/25/2024		01105350
		Comcast 059	COMCAST WELL 1	06/17/2024	167.10	167.10	405	07/25/2024		07065350
		Comcast 059	COMCAST WELL 8	05/16/2024	167.10	167.10	405	07/25/2024		07065350
		Comcast 060 Comcast 060	COMCAST WELL 7	06/10/2024	167.10	167.10	405	07/25/2024		07065350
		Comcast 060	COMCAST WELL 10 COMCAST WELL 9/12	05/26/2024 06/06/2024	178.17 165.21	178.17 165.21	405 405	07/25/2024 07/25/2024		07065350 07065350
		Comcast 168	COMCAST WELL 11	07/18/2024	167.10	167.10	405	07/25/2024		07065350
		Donut Den J	TASK FORCE-DONUTS	07/07/2024	29.61	29.61	405	07/25/2024		01025343
		IML - T. Oberl	IML CONFERENCE 202	07/12/2024	325.00	325.00	405	07/25/2024		01025345
		IML- C. Gaza	IML CONFERENCE 202	07/12/2024	325.00	325.00	405	07/25/2024		01015341
		Loews Atlant	HOTEL STAY FOR TRAI	06/14/2024	414.48	414.48	405	07/25/2024		01025342
		McDonalds J	MEAL-PRISONER	07/08/2024	9.88	9.88	405	07/25/2024		01025343
		Microsoft Jul	MICROSOFT LICENSE	07/05/2024	9,294.00	9,294.00	405	07/25/2024		01065301
		OfficeMax Jul	USB FOR DEATH INVE	07/10/2024	177.95	177.95	405	07/25/2024		01025401
		Potsolve July	COMCAST CITY CENT	07/16/2024	207.66	207.66	405	07/25/2024	624	01105350
Tota	al 826:			-	13,596.96	13,596.96				
846	Kimball Midw	102355269	WHEELS	06/26/2024	271.18	271.18	22738	08/06/2024	724	01045400
		102355269	MASKS	06/26/2024	87.60	87.60	22738	08/06/2024	724	01045400
		102374670	000514/0	07/02/2024	380.12	380.12	22738	08/06/2024		01045400

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tot	al 846:				738.90	738.90				
927	Quadient Lea	17410171		07/03/2024	281.20	281.20	22766	08/06/2024		01105322
		Q1402807	LEASE AGREEMENT	07/02/2024	516.99	516.99	22766	08/06/2024	724	01115300
Tot	al 927:				798.19	798.19				
931	MAP Automo	40-768541 CM#40-7654	FLEET- BRAKE PADS A FLEET- FORD REWAR	07/10/2024 06/12/2024	416.68 338.00-	416.68 338.00-	22741 22741	08/06/2024 08/06/2024		01075400 01075400
Tot	al 931:				78.68	78.68				
956	McMaster Ca	29208059	FLEET- TAMPER PROO	06/25/2024	137.37	137.37	22742	08/06/2024	724	01075400
		29495392 29561491	GASKETS FLEET- UNIT #200 HOS	07/01/2024 07/02/2024	43.23 87.19	43.23 87.19	22742 22742	08/06/2024 08/06/2024		07085365 01075400
Tot	al 956:				267.79	267.79				
971	Mettler Toled	655317909	SCALE CALIBRATION	07/23/2024	688.38	688.38	22743	08/06/2024	724	07085300
Tot	al 971:				688.38	688.38				
973	Microbac Lab	C24005760	SEMI-ANNUAL EFFLUE	07/12/2024	1,592.25	1,592.25	22745	08/06/2024	724	07085306
Tot	al 973:				1,592.25	1,592.25				
986	Allegra Joliet	130575		02/27/2024	187.07	187.07	22700	08/06/2024		01105401
		133144 133208		06/27/2024 07/05/2024	246.15 158.12	246.15 158.12	22700 22700	08/06/2024 08/06/2024		01105321 01035321
		133208	TIME OFF SLIPS	07/05/2024	158.11	158.11	22700	08/06/2024	724	07065321
Tot	al 986:				749.45	749.45				
1016	Municipal Ele	070215	RADAR CERTIFICATIO	11/20/2023	658.00	658.00	22747	08/06/2024	724	01025400
Tot	al 1016:				658.00	658.00				
1017	DACRA Adju	DT 2024-06-	DACRA TECH SOFTWA	06/30/2024	1,793.89	1,793.89	22721	08/06/2024	724	01165300
Tot	al 1017:				1,793.89	1,793.89				
1023	My Shop Ang	21137	2025 MINI CALENDAR	07/29/2024	264.97	264.97	22748	08/06/2024	724	01115401
Tot	al 1023:				264.97	264.97				
1059	Nicor 39-52-5	June 2024	WELL #10 NICOR GAS	07/08/2024	51.17	51.17	22756	08/06/2024	724	07065350
Tot	al 1059:				51.17	51.17				
1060	Nicor 56-57-8	June 2024	WELL #9/12 NICOR	07/02/2024	144.09	144.09	22758	08/06/2024	724	07065350
Tot	al 1060:				144.09	144.09				
1061	Nicor 43-23-2	June 2024	CITY HALL NICOR	07/01/2024	140.29	140.29	22757	08/06/2024	724	01105350

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tota	al 1061:				140.29	140.29				
1062	Nicor 89-13-6	June 2024	WELL #11 NICOR GAS	07/02/2024	140.37	140.37	22759	08/06/2024	724	07065350
Tota	al 1062:				140.37	140.37				
1063	Nicor 24-66-3	June 2024	LIFT STATION NICOR	07/02/2024	45.20	45.20	22755	08/06/2024	724	07075350
Tota	al 1063:				45.20	45.20				
1065	Nicor 95-25-4	June 2024	WELL #1 NICOR	07/01/2024	148.29	148.29	22761	08/06/2024	724	07065350
Tota	al 1065:				148.29	148.29				
1066	Nicor 08-01-5	June 2024	WELL #7 NICOR GAS	07/01/2024	143.92	143.92	22751	08/06/2024	724	07065350
Tota	al 1066:				143.92	143.92				
1067	Nicor 89-80-1	June 2024	EAST PLANT NICOR	07/01/2024	165.12	165.12	22760	08/06/2024	724	07085350
Tota	al 1067:				165.12	165.12				
1102	Ottosen DiNo	7950	LABOR / PERSONNEL	06/30/2024	2,014.50	2,014.50	22762	08/06/2024	724	01105302
Tota	al 1102:				2,014.50	2,014.50				
1148	Physicians I	10246 June 2	PREEMPLOYMENT SC PREEMPLOYMENT SC PREEMPLOYMENT SC	07/08/2024 07/08/2024 07/08/2024	170.00 20.00 75.00	170.00 20.00 75.00	22763 22763 22763	08/06/2024 08/06/2024 08/06/2024	724	01105300 01105300 01105300
Tota	al 1148:				265.00	265.00				
1174	PreCise MR	IN200-10500	FLEET- PUBLIC WORK	07/25/2024	342.00	342.00	22764	08/06/2024	724	01035300
Tota	al 1174:				342.00	342.00				
1195	Quill LLC	39464115	YELLOW TONER FOR	07/10/2024	94.99	94.99	22767	08/06/2024	724	01165401
Tota	al 1195:				94.99	94.99				
1222	Reliance Sta	August 2024	RELIANCE STD 04-202	08/01/2024	280.00	280.00	22768	08/06/2024	724	01002438
Tota	al 1222:				280.00	280.00				
1237	Robinson En		INTERMIM PLANNER-C WASTEWATER PRETR CE PLAINFIELD RD W GIS UPDATES-PROFE MS4 COMPLIANCE AS WASTEWATER PRETR 1906 PLAINFIELD RD-F INTERMIM PLANNER-C INTERMIM PLANNER-C	11/20/2023 06/17/2024 06/17/2024 06/17/2024 06/17/2024 06/17/2024 06/17/2024 06/19/2024 06/19/2024	1,215.00 246.00 199.00 1,489.50 1,669.00 5,826.00 178.50 2,863.50 4,740.00	1,215.00 246.00 199.00 $1,489.50$ $1,669.00$ $5,826.00$ 178.50 $2,863.50$ $4,740.00$	22771 22771 22771 22771 22771 22771 22771 22771 22771	08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024	724 724 724 724 724 724 724 724	01165300 07075330 12007602 07075301 07075300 07075330 01035330 01165300 01165300
Tota	al 1237:				18,426.50	18,426.50				

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			Che	eck issue dates	: 5/1/2020 - 8/3	1/2024			Aug	02, 2024
endor mber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Acco
1283	SEECO Con	19585	CONSTRUCTION MAT	06/30/2024	3,252.00	3,252.00	22772	08/06/2024	724	35007512
Tota	al 1283:				3,252.00	3,252.00				
1295	Shaw Media	0624100843 0624100852	EMPLOYMENT AD CREST HILL PAGE	06/30/2024 06/30/2024	1,199.00 460.00	1,199.00 460.00	22773 22773	08/06/2024 08/06/2024		01025321 01105321
Tota	al 1295:				1,659.00	1,659.00				
1302	Shorewood H	01-424783	FLEET - ZERO TURN M FLEET- UNIT #221 BLA FLEET- EAST PLANT H	06/14/2024 06/26/2024 07/12/2024	176.88 371.22 467.49	176.88 371.22 467.49	22774 22774 22774	08/06/2024 08/06/2024 08/06/2024	724	01075400 01075400 07085366
			FLEET- CHAINSAW PA FACILITIES- TRIMMER	07/18/2024 07/24/2024	228.57 1,263.96	228.57 1,263.96	22774 22774	08/06/2024 08/06/2024		01075400 01045400
Tota	al 1302:				2,508.12	2,508.12				
1332	Spaceco Inc	97618	452 THEODORE SURV	07/15/2024	4,000.00	4,000.00	22776	08/06/2024	724	01035330
Tota	al 1332:				4,000.00	4,000.00				
1336	Spesia & Tayl	823013	GENERAL CORPORAT GPWC/LAKE MICHIGA TRAFFIC/ORDINANCE	07/23/2024 07/23/2024 07/23/2024	16,189.50 5,482.50 537.50	16,189.50 5,482.50 537.50	22778 22778 22778	08/06/2024 08/06/2024 08/06/2024	724	01105302 01105302 01105302
Tota	al 1336:				22,209.50	22,209.50				
1362	Joel Steen	July 2024	MEAL EXPENSE	07/07/2024	32.05	32.05	22737	08/06/2024	724	01025343
Tota	al 1362:				32.05	32.05				
1373	Strand Assoc	0211103 0211104 0211105 0211106 0211107 0213316 0213317 0213318 0213319 0213320	ON CALL WATER ENGI EAST PLANT PHOSPH LAKE MICHIGAN IMPLI WELL 14 - RAW WATE LAKE MICHIGAN DEM GPWC - EASTERN & W CIPP WM REHABILITAT CHEMICAL FEED SYST ON CALL WATER ENGI EAST PLANT PHOSPH LAKE MICHIGAN IMPLI LAKE MICHIGAN DEM GPWC - EASTERN & W CIPP WM REHABILITAT	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 07/12/2024 07/12/2024 07/12/2024 07/12/2024 07/12/2024	3,484.84 3,618.91 440.00 1,930.00 1,209.92 7,600.00 54,531.24 584.49 102.58 3,300.00 1,450.00 1,067.50 13,210.00 23,219.94	3,484.84 3,618.91 440.00 1,930.00 1,209.92 7,600.00 54,531.24 584.49 102.58 3,300.00 1,450.00 1,067.50 13,210.00 23,219.94	22779 22779 22779 22779 22779 22779 22779 22779 22779 22779 22779 22779 22779 22779 22779	08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024	724 724 724 724 724 724 724 724 724 724	07065332 3500763 07065332 12007610 07065332 12007602 07065332 07065332 07065332 07065332 12007602 12007602
Tota	al 1373:				115,749.42	115,749.42				
1379	Suburban La		WEST AND EAST NPD WASTEWATER LAB	06/28/2024 07/09/2024	2,795.86 855.10	2,795.86 855.10	22780 22780	08/06/2024 08/06/2024		07085306 07085306
Tota	al 1379:				3,650.96	3,650.96				
1387	Sunshine Filt	151612	FILTER ELEMENT WIT	07/19/2024	1,263.40	1,263.40	22781	08/06/2024	724	07085365
Tota	al 1387:				1,263.40	1,263.40				

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'endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accor
1425	Third Millenni	31746	COCH UTILITY BILL RE	07/24/2024	1,673.44	1,673.44	22782	08/06/2024	724	07095321
Tota	al 1425:				1,673.44	1,673.44				
1452	TransUnion	306605-2024 306605-2024	MONTHLY -MAY 2024 MONTHLY-JUNE 2024	06/01/2024 07/01/2024	114.40 178.20	114.40 178.20	22783 22783	08/06/2024 08/06/2024		01025310 01025310
Tota	al 1452:				292.60	292.60				
1502	Underground	066735-01	CURB BOX KEY	07/02/2024	75.00	75.00	22784	08/06/2024	724	07065430
Tota	al 1502:				75.00	75.00				
1508	United Meter	4573	METER AND MXU INST	07/01/2024	1,360.00	1,360.00	22785	08/06/2024	724	07095470
Tota	al 1508:				1,360.00	1,360.00				
1521	USABlueBoo	INV0039802 INV0039953 INV0040030 INV00411412	GALLON JUGS DISPOSABLE WIPES AMMONIA TESTS AMPULES	06/18/2024 06/19/2024 06/20/2024 07/02/2024	94.83 101.03 706.45 535.40	94.83 101.03 706.45 535.40	22786 22786 22786 22786	08/06/2024 08/06/2024 08/06/2024 08/06/2024	724 724	07085420 07065420 07085420 07065420
Tota	al 1521:				1,437.71	1,437.71				
1529	Utility Service		FILTER MEDIA REPLA FILTER MEDIA REPLA	04/24/2024 05/15/2024	66,242.40 154,565.60	66,242.40 154,565.60	22787 22787	08/06/2024 08/06/2024		07065362 07065362
Tota	al 1529:				220,808.00	220,808.00				
1549	Verizon Wirel	9968003354	VERIZON WIRELESS S	07/01/2024	2,145.80	2,145.80	22788	08/06/2024	724	07065350
Tota	al 1549:				2,145.80	2,145.80				
1563	VSP of Illinoi	820870397 A	VSP-8-2024	07/17/2024	326.42	326.42	22792	08/06/2024	724	01002438
Tota	al 1563:				326.42	326.42				
1605	Will County R		MUNICIPAL LIENS MUNICIPAL LIENS	07/18/2024 07/18/2024	260.00 260.00	260.00 260.00	22793 22793	08/06/2024 08/06/2024		01115325 01115325
Tota	al 1605:				520.00	520.00				
1629	Work Zone S	64162 64202 64202	SIGNS SIGNS SIGNS LIGHTS SIGNS	07/01/2024 07/01/2024 07/01/2024 07/01/2024 07/10/2024	220.00 317.10 110.00 300.00 180.00	220.00 317.10 110.00 300.00 180.00	22795 22795 22795 22795 22795 22795	08/06/2024 08/06/2024 08/06/2024 08/06/2024 08/06/2024	724 724 724	01035400 01035400 01035400 01035400 01035400
Tota	al 1629:				1,127.10	1,127.10				
1694	Nicor 13-03-7	June 2024	PW NICOR	07/01/2024	163.43	163.43	22752	08/06/2024	724	01035357
Tota	al 1694:				163.43	163.43				
1746	Vestis First Ai	ORD5-01153	REPLENISH FIRST AID	07/29/2024	225.52	225.52	22790	08/06/2024	724	01035402

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Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accoun
Tota	al 1746:				322.72	322.72				
1755	Comcast 877	July 2024	COMCAST BALANCE F	07/14/2024	10.51	10.51	22715	08/06/2024	724	01025310
Tota	al 1755:				10.51	10.51				
1778	Konica Minolt	9010024542	MONTHLY COPIER MAI	07/14/2024	554.74	554.74	22739	08/06/2024	724	01065301
Tota	al 1778:				554.74	554.74				
1795	Konica Minolt	534124581	KONICA COPY MACHI	07/19/2024	436.00	436.00	22740	08/06/2024	724	01065301
Tota	al 1795:				436.00	436.00				
1798	Blue Collar S	070824	DANE DYAR - CLOTHI	07/08/2024	265.50	265.50	22705	08/06/2024	724	01034107
Tota	al 1798:				265.50	265.50				
1870	Burns & McD	167960-1AD	WATER RATE STUDY-2	04/04/2024	10,337.00	10,337.00	22706	08/06/2024	724	07065330
Tota	al 1870:				10,337.00	10,337.00				
1879	Nicor 24-47-6	June 2024	NICOR MONTHLY STAT	07/08/2024	166.10	166.10	22754	08/06/2024	724	01105350
Tota	al 1879:				166.10	166.10				
1880	Nicor 17-28-8	June 2024	POLICE DEPARTMENT	07/08/2024	187.47	187.47	22753	08/06/2024	724	01105350
Tota	al 1880:				187.47	187.47				
1914	AT&T 831-00	4700931903	ETHERNET NETWORK	07/07/2024	1,309.54	1,309.54	22704	08/06/2024	724	01065350
Tota	al 1914:				1,309.54	1,309.54				
1916	Citadel	22741	LOCK LUBRICANT	04/12/2024	40.96	40.96	22712	08/06/2024	724	01045400
Tota	al 1916:				40.96	40.96				
1948	Motorola Sol	8281935451	WIFI DOCK KIT	07/17/2024	877.50	877.50	22746	08/06/2024	724	01025400
Tota	al 1948:				877.50	877.50				
1950	Pure Water P		PAPER STATEMENT F	07/19/2024	3.00	3.00	22765	08/06/2024		01035343
			ELROSE WATER PAPER STATEMENT F	07/19/2024 07/19/2024	65.00 3.00	65.00 3.00	22765 22765	08/06/2024 08/06/2024		01045343 07085343
			EAST PLANT WATER	07/19/2024	65.00	65.00	22765	08/06/2024		07085343
		1787325	PAPER STATEMENT F	07/22/2024	3.00	3.00	22765	08/06/2024	724	01105300
			WATER FOR WEST PL	07/29/2024	47.50	47.50	22765	08/06/2024		07085343
			WATER FOR PW	07/29/2024	65.00	65.00	22765	08/06/2024		01035343
		1793242	PAPER STATEMENT F	07/29/2024	3.00	3.00	22765	08/06/2024	724	01105300
Tota	al 1950:				254.50	254.50				
1951	HOLCIM - M	719804792	STONE FOR MAIN BRE	07/09/2024	3,507.92	3,507.92	22733	08/06/2024	724	07065430

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endor umber	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Accour
Total 1951:					3,507.92	3,507.92				
1053	Amazon Capi	1CY4-WY1V	K-9 EXPENSE	07/17/2024	191.94	191.94	22701	08/06/2024	724	01025346
1900	Amazon Capi	1F7V-CYT9-	OFFICE SUPPLIES	07/14/2024	7.66	7.66	22701	08/06/2024		01025401
		1GRG-CF1P	FLEET- OIL DIPSTICK	07/27/2024	19.94	19.94	22701	08/06/2024		01075400
		1JGH-RLMJ-	FLEET- BATTERY JUM	07/27/2024	840.21	840.21	22701	08/06/2024	724	01075400
		1JQC-WV4K	FLEET- USB EXTENSI	07/06/2024	44.22	44.22	22701	08/06/2024	724	01075400
		1LCR-PLWH	CLOTHING ALLOWAN	07/25/2024	31.88	31.88	22701	08/06/2024	724	01034107
		1NH6-Y1VV-	FLASH DRIVES	07/10/2024	53.97	53.97	22701	08/06/2024	724	01025401
		1NTG-GDY	JANITORIAL SUPPLIES	07/25/2024	969.69	969.69	22701	08/06/2024		01045400
		1NTG-GDY	INDOOR FLAGPOLE F	07/25/2024	156.00	156.00	22701	08/06/2024		01105400
		1WR9-3YXK	FLEET- REAR BRAKE	07/23/2024	129.18	129.18	22701	08/06/2024		01075400
		CM#1FVY-G	USB C CREDIT	07/09/2024	29.62-	29.62-	22701	08/06/2024	724	01105401
		CM#1LTF-L	RETURNED INK WEST	07/23/2024	38.89-	38.89-	22701	08/06/2024		07085401
		CM#1N13-7 1C1W-LQ1D-	FLEET- ROTOR NEVER OFFICE SUPPLIES	07/25/2024 07/24/2024	133.22- 69.32	133.22- 69.32	22701 22701	08/06/2024 08/06/2024		01075400 01105401
		1CKD-VM3W	CLOTHING ALLOWAN	07/18/2024	154.95	154.95	22701	08/06/2024		01034107
		1G6H-HR9Q-	ENVELOPES	07/09/2024	27.97	27.97	22701	08/06/2024	724	01034107
		1HD7-N7HX-	COFFEE	07/10/2024	63.78	63.78	22701	08/06/2024		01025400
		1HWD-X64P-	FLEET- STOCK BRAKE	07/15/2024	1,674.52	1,674.52	22701	08/06/2024		01075400
		1NVK-4Y74-	DOUBLE MAGAZINE P	07/23/2024	26.80	26.80	22701	08/06/2024		01025344
		1PG7-DJLY-9		07/11/2024	9.79	9.79	22701	08/06/2024	724	01025400
		1QLH-FNXL-	INK	07/09/2024	145.77	145.77	22701	08/06/2024	724	07085401
		1RGV-7JRH-	STORAGE BOXES FOR	07/18/2024	5.85	5.85	22701	08/06/2024	724	01165401
		1RGV-7JRH-	POST-IT NOTES	07/18/2024	13.94	13.94	22701	08/06/2024	724	01165401
		CM#1JK7-R	USB C CONVERTER C	07/09/2024	19.76-	19.76-	22701	08/06/2024	724	01105401
Tota	al 1953:				4,415.89	4,415.89				
1954	Charles J De	111	ADMINISTRATIVE HEA	07/24/2024	300.00	300.00	22709	08/06/2024	724	01015300
Tota	al 1954:				300.00	300.00				
1971	Graybar Fina	16897373	PHONE SYSTEM MON	07/26/2024	2,110.85	2,110.85	22731	08/06/2024	724	01105350
Tota	al 1971:				2,110.85	2,110.85				
1977	AIS Inc	88667	MERAKI LICENSE	07/29/2024	31.00	31.00	22699	08/06/2024	724	01065301
Tota	al 1977:				31.00	31.00				
1984	Nicholas Har		REIMBURSE TRAVEL	06/07/2024	104.23	104.23	22750	08/06/2024		07085343
		June 2024	REIMBURSE TRAVEL	06/07/2024	192.57	192.57	22750	08/06/2024	724	07085341
Tota	al 1984:				296.80	296.80				
1985	SpectrumVol	386122	SPECTRUM MONTHLY	07/31/2012	.24	.24	22777	08/06/2024	724	01105350
Tota	al 1985:				.24	.24				
1992	Vissering Co	WSTP PAY A	WSTP PAY APP 18	07/11/2024	969,193.95	969,193.95	22791	08/06/2024	724	35007512
Tota	al 1992:				969,193.95	969,193.95				
2024	Comcast Bus	210174696	COMCAST MONTHLY	07/15/2024	7,913.21	7,913.21	22716	08/06/2024	724	01065301

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CITY OF	CREST HILL		Che		ce Report - Audi s: 5/1/2020 - 8/3			Aug	Page 02, 2024 10:	
Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Check Amount	Check Number	Check Issue Date	GL Period	GL Account
Tota	al 2024:				7,913.21	7,913.21				
2035	ILCMA	5413	EMPLOYMENT POSTIN	07/11/2024	50.00	50.00	22734	08/06/2024	724	01105321
Tota	al 2035:				50.00	50.00				
2047	Road 2 Etern	236	LIDICE CEREMONY VI	05/28/2024	400.00	400.00	22770	08/06/2024	724	01108001
Tota	al 2047:				400.00	400.00				
2071	ComEd 0904	July 2024	CITY CENTER STREET	07/25/2024	159.47	159.47	22717	08/06/2024	724	01035351
Tota	al 2071:				159.47	159.47				
2073	David Strahl		TIME WORKED 7/07-07 TIME WORKED 7/14-7/	07/12/2024 07/18/2024	3,920.00 3,283.00	3,920.00 3,283.00	22722 22722	08/06/2024 08/06/2024		01105300 01105300
Tota	al 2073:				7,203.00	7,203.00				
2074	MGT of Amer	MGT35807	TEMPORARY EMPLOY	07/12/2024	10,640.00	10,640.00	22744	08/06/2024	724	01105300
Tota	al 2074:				10,640.00	10,640.00				
2082	National PEL	11071	EMPLOYMENT LISTIN	07/11/2024	275.00	275.00	22749	08/06/2024	724	01105321
Tota	al 2082:				275.00	275.00				
2091	Lenny's Gas	4479	FLEET- JUNE 2024 VE	07/12/2024	64.00	64.00	22728	08/06/2024	724	01075300
Tota	al 2091:				64.00	64.00				
2094	William McCl	4	CITY COUNCIL MEETI CITY COUNCIL MEETI PLAN COMMISSION M	07/24/2024 07/24/2024 07/24/2024	150.00 150.00 100.00	150.00 150.00 100.00	22794 22794 22794	08/06/2024 08/06/2024 08/06/2024	724	01105300 01105300 01105300
Tota	al 2094:				400.00	400.00				
2100	Sign Langua		SIGN LANGUAGE INTE SIGN LANGUAGE INTE	07/13/2024 07/21/2024	176.00 176.00	176.00 176.00	22775 22775	08/06/2024 08/06/2024		01015300 01015300
Tota	al 2100:				352.00	352.00				
2106	Compass Sur	39123	PLAT OF DEDICATION	06/30/2024	2,500.00	2,500.00	22719	08/06/2024	724	01035330
Tota	al 2106:				2,500.00	2,500.00				
2109	Discover Res	CS2024-06-2	DISCOVER RESITUTIO	07/19/2024	22.00	22.00	22723	08/06/2024	724	01025310
Tota	al 2109:				22.00	22.00				
0	and Totals:				1 680 000 33	1,689,900.33				

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CITY OF CI	REST HILL	Paid Invoice Report - Audit Check issue dates: 5/1/2020 - 8/31/2024								Page: Aug 02, 2024 10:17		
Vendor		Invoice		Invoice	Invoice	Check	Check	Check	GL Period	GL Account		
Number	Name	Number	Description	Date	Amount	Amount	Number	Issue Date				

Report Criteria:

Detail report type printed

[Report].Check Issue Date = 07/25/2024,08/06/2024