

City Council Work Session Crest Hill, IL June 26, 2023 7:00 PM

Council Chambers 20600 City Center Boulevard, Crest Hill, IL 60403

Agenda

- Liquor License-2350 Plainfield Road
- 2. IGA Weber and Ryan Traffic Signal
- 3. Non-Employee in City Hall Discussion
- 4. Special Events Ordinance Discussion
- <u>5.</u> IML Conference Approval
- 6. Hiring of Part-Time Staff in Clerk's Office
- 7. Cost Sharing Agreement With Midwest Industrial Funds
- 8. Public Comments
- 9. Mayor's Updates
- 10. Committee/Liaison Updates
- 11. City Administrator Updates
- 12. 5ILCS 120/2(c)(1): The Appointment, Employment, Compensation, Discipline, Performance, or Dismissal of Specific Employees of the Public Body or Legal Counsel for the Public Body, Including Hearing Testimony on a Complaint Lodged against an Employee of the Public Body or Against Legal Counsel for the Public Body to Determine its Validity.

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



Agenda Memo

Crest Hill, IL

Meeting Date: June 26, 2023

Submitter: Raymond R. Soliman

Department: Mayor

Agenda Item: Liquor License-2350 Plainfield Road

Summary:

Mr. Sheraz Baig, liquor license applicant, is asking for beer and wine license for package liquor sales at 2350 Plainfield Road. Application is in order for license to be issued.

Recommended Council Action:

No action required.

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: June 26, 2023

Submitter: Ronald J Wiedeman

Department: Engineering

Agenda Item: IGA Weber and Ryan Traffic Signal-UPDATED

Summary: This letter is exactly the same as presented to council at the June 19th workshop. It is being presented to the council again to clarify a statement that I made to the item in bold below. A question was asked by Alderwoman Oberlin as to the cost sharing of repair costs to the existing signals. The response provided was incorrect and is now being clarified. All cost associated with the repair of these traffic signals are to be paid by the city of Crest Hill. The county has no cost responsibilities to these signals.

This is due to the fact that back in 2003 the city requested and was allowed at their own expense the installation of these signals. These signals did not meet any federal requirements for traffic signals at this location but, at that time, the city was looking to attract a development in the area to the east of Weber. The county agreed to install these signals if the city agreed to pay for all maintenance, energy and repair costs. Therefore, the section of the letter below is correctly written.

The existing IGA between the City and the County is to expire this August 21, 2023 for the existing signals at Weber and Ryan Drive.

Attached is a new agreement that has all of the same terms and conditions as the previous IGA. Agreement highlights are as follows:

- Weber Road under the jurisdiction of Will County
- Ryan Drive under the jurisdiction of Crest Hill
- Routine maintenance shall be the responsibility of Will County.
- A portion of said routine maintenance costs will be paid by the City of Crest Hill. The City will be invoiced at a rate of \$150.00 per month billed on a semiannal basis.

- Future maintenance costs shall be invoiced at the same unit price as paid by the County pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the increase to the CREST HILL.
- The County will be responsible for repairs due to motor vehicles, weather or any other "Act of God" and shall invoice the CREST HILL for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
- CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the increase to CREST HILL.

Recommended Council Action: Approve a resolution to approve an intergovernmental agreement for the maintenance and energy of traffic signals at the intersection of Weber road (CH88) and Ryan Drive in the County of Will.

Financial Impact:

Funding Source: General Fund (01-03-5351)

Budgeted Amount \$150,000.00

Cost: \$1800 plus Energy Costs

Attachments:

Resolution App. IGA with County for Weber-Ryan (5-26-2023)

2003-IGA Weber Road and Ryan IGA Traffic Signals Will County Dated 5-26-2023

RESOLUTION NO. _____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF WEBER ROAD (CH 88) AND RYAN DRIVE IN THE CITY OF CREST HILL, COUNTY OF WILL

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 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 County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the City of Crest Hill ("CREST HILL"), to facilitate the free flow of traffic and provide safety to the motoring public, previously determined that it is in the best interests of the citizens and residents of Crest Hill to enter into an Intergovernmental Agreement with County of Will ("WILL COUNTY") for the construction and maintenance of an improved, signalized intersection at County Highway 88 (Weber Road) and Ryan Drive ("IMPROVEMENT"); and

WHEREAS, CREST HILL and WILL COUNTY on or about August 21, 2003 previously approved and executed an Intergovernmental Agreement regarding the construction and maintenance of the IMPROVEMENT; and

WHEREAS, the previously approved and executed Intergovernmental Agreement is set to expire on August 21, 2023, necessitating action to establish a new intergovernmental agreement between CREST HILL and WILL COUNTY governing maintenance and energy costs for the IMPROVEMENT; and

WHEREAS, Weber Road (County Highway 88) at the location of the IMPROVEMENT is currently and shall remain under the jurisdiction of WILL COUNTY; and

WHEREAS, Ryan Drive at the location of the improvement is currently and shall remain under the jurisdiction of CREST HILL; and

WHEREAS, WILL COUNTY AND CREST HILL have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the continued maintenance and energy cost of the IMPROVEMENT following the expiration of the current Intergovernmental Agreement pursuant to their statutory and Constitutional powers and authority described herein.

WHEREAS, the City Council has reviewed the Intergovernmental Agreement and has determined that the conditions, terms, and provisions of the Intergovernmental 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 Intergovernmental Agreement with WILL COUNTY.

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 (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 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 WILL COUNTY.

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 ___ DAY OF JULY, 2023.

	Aye	Nay	Absent	Abstain
Alderman John Vershay Alderman Scott Dyke Alderwoman Claudia Gazal Alderman Darrell Jefferson Alderperson Tina Oberlin Alderman Mark Cipiti Alderman Nate Albert Alderman Joe Kubal Mayor Raymond R. Soliman				
	Christ	ine Vershay-	Hall, City Cl	erk
APPROVED THISDAY OF JULY, 2023.				
Raymond R. Soliman, Mayor				
ATTEST:				
Christine Vershay-Hall, City Clerk				

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF WEBER ROAD (CH 88) AND RYAN DRIVE IN THE COUNTY OF WILL

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the City of Crest Hill is a Municipal Corporation and situated in Will County, (hereinafter referred to as "CREST HILL") under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; 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 Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 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, the COUNTY, and CREST HILL, in order to facilitate the free flow of traffic and ensure safety to the motoring public, previously agreed to the construction and maintenance of the improved, signalized intersection at County Highway 88 (Weber Road) and Ryan Drive, which was memorialized by an Intergovernmental Agreement dated August 21, 2003 governing the intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as "IMPROVEMENT"); and

WHEREAS, the previous intergovernmental agreement governing the maintenance of the IMPROVEMENT is set to expire on August 21, 2023, necessitating action to establish a new intergovernmental agreement between CREST HILL and the COUNTY governing said maintenance of the IMPROVEMENT; and

WHEREAS, County Highway 88 (Weber Road) is under the jurisdiction of the COUNTY; and

WHEREAS, Ryan Drive at this intersection is under the jurisdiction of CREST HILL;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and CREST HILL (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

- 1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the previous agreement pertaining to this IMPROVEMENT expiring on August 21, 2023.
- 2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY'S standard maintenance contract and shall invoice CREST HILL for said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to the CREST HILL at a total rate of \$150.00 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the maintenance contract price increase to CREST HILL.
- 3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice CREST HILL for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
- 4. CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the energy cost contract price increase to CREST HILL.
- 5. CREST HILL shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
- 6. The COUNTY shall retain jurisdiction of Weber Road.
- 7. CREST HILL shall retain jurisdiction of Ryan Drive.
- 8. If the State of Illinois adopts any amendment, addition, deletion, or other change to the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", "ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", or IDOT design standards, district-specific or otherwise, pertaining to traffic signals, CREST HILL, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.

- 9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
- 10. This document shall be the final embodiment of the Agreement by and between the COUNTY and CREST HILL. No oral changes or modifications to this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of duly authorized representative(s) of the COUNTY and CREST HILL.
- 11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 13. Venue for any legal action arising out of this Agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- 14. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
CREST HILL, IL 60433
Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
CREST HILL, Illinois 60432

If to the City of CREST HILL:

City of CREST HILL	City of CREST HILL
Attention: Mark Siefert	City Attorney
Director of Public Works	
2090 Oakland Avenue	
CREST HILL, IL 60403	

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

15. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at CREST HILL, Illinois this	day of	, 2023.
WILL COUNTY	ATTEST	
Will County Executive	Will County C	Clerk (Seal)
Dated at CREST HILL, Illinois, this	day of	, 2023
CITY OF CREST HILL	ATTEST	
Mayor	City Clerk	



Agenda Memo

Crest Hill, IL

Meeting Date: June 26, 2023

Submitter: Raymond R. Soliman

Department: Mayor

Agenda Item: Non-Employee in City Hall Discussion

Summary:

Alderwoman Gazal asked that this item be added to the June 26th work session.

Recommended Council Action:

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:



Agenda Memo

Crest Hill, IL

Meeting Date: June 19, 2023

Submitter: Raymond R. Soliman

Department: Mayor's Office

Agenda Item: | Special Events

Summary: Alderman Albert requested this topic to be discussed. Attached is Ordinance #1781 relating to Chapter 5.18: Special Events.

Recommended Council Action: Discussion

Financial Impact:

Funding Source:

Budgeted Amount:

Cost:

Attachments:

ORDINANCE NO. <u>1781</u>

AN ORDINANCE PERMITTING SPECIAL EVENTS IN THE CITY OF CREST HILL

WHEREAS, the City of Crest Hill ("City") has determined that Mobile Food Vendors and Temporary Merchandise Vendors are an important economic development tool; and

WHEREAS, the City wishes to allow Mobile Food Vendors and Temporary Merchandise Vendors in conjunction with special events subject to limitations.

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

SECTION 1: CHAPTER 5 of the City of Crest Hill Code of Ordinance shall be modified by adding Chapter 5.18 as follows:

CHAPTER 5.18: SPECIAL EVENTS

Section

5.18.010	Definitions
5.18.020	Special Event; Permit Required; Limitations
5.18.030	Mobile Food Vendor; License Required; Fee
5.18.040	Temporary Merchandise Vendor; License Required; Fee
5.18.050	Restrictions & Limitations
5.18.060	Vehicle Parking

§ 5.18.010 **DEFINITIONS**

For the purpose of this Chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

MOBILE FOOD VENDOR: A self-contained food service operation, located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service and sale, which is inspected and licensed by the Will County Health Department.

SPECIAL EVENT: An event held on public and/or private property outside of the normal and intended use of that property, that has a defined and limited duration, is open to viewing or participation of the general public or involves a large gathering of people outside of normal operations, and occurs once or only a few times per year which allows Mobile Food Vendors and

Temporary Merchandise Vendors to sell to the event attendees. This definition shall not include amusements licensed under Chapter 5.12 of the Code of Ordinances.

TEMPORARY MERCHANDISE VENDOR: Any person or entity who engages in a temporary business of selling and delivering goods, wares, merchandise or services within the City at a stationary location.

§ 5.18.020 SPECIAL EVENT; PERMIT REQUIRED; LIMITATIONS

- (A) Any person or organization that desires to hold a Special Event on his/its property must obtain a Special Event Permit from the City Clerk. The cost of the permits is Five Dollars (\$5.00).
- (B) A maximum of ten (10) permits shall be issued to any individual or organization each calendar year.
- (C) Each permit shall be valid for a maximum of three (3) consecutive days. Permits shall expire at 11:59 p.m. on the last effective date of the permit.

§ 5.18.030 MOBILE FOOD VENDOR; LICENSE REQUIRED; FEE

Mobile Food Vendors are allowed only in conjunction with a permitted Special Event in all zoning districts in the City. Each Mobile Food Vendor shall obtain a license for each Special Event from the City Clerk. The fee for the Mobile Food Vendor License shall be Fifty Dollars (\$50.00) and shall be valid only during the Special Event. Applicants must submit proof of the Will County Health Department license as well as proof of sales tax registration for the City of Crest Hill with the license application. The Mobile Food Vendor must maintain the license for the duration of the Special Event and produce it upon request of the City of Crest Hill Police Department.

§ 5.18.040 TEMPORARY MERCHANDISE VENDOR; LICENSE REQUIRED; FEE

Temporary Merchandise Vendors are allowed only in conjunction with a permitted Special Event in all zoning districts in the City. Each Temporary Merchandise Vendor shall obtain a license for each Special Event from the City Clerk. The fee for the Temporary Merchandise Vendor License shall be Fifty Dollars (\$50.00) and shall be valid only during the Special Event. Applicants must submit proof of sales tax registration for the City of Crest Hill with the license application. The Temporary Merchandise Vendor must maintain the license for the duration of the Special Event and produce it upon request of the City of Crest Hill Police Department.

§ 5.18.050 RESTRICTIONS & LIMITATIONS

Mobile Food Vendors and Temporary Merchandise Vendors are prohibited from operating in a parked or stationary manner in the public right-of-way or on public property unless expressly authorized by the terms of the permit.

§ 5.18.060 VEHICLE PARKING

As part of a permitted Special Event, vehicles shall be permitted to park on unpaved surfaces for the duration of the Special Event at the location of the Special Event. Vehicles must be moved at the expiration of the Special Event permit.

PASSED THIS 18th DAY OF JUNE, 2018.

	Aye	Nay	Absent	Abstain
Alderman John Vershay				-
Alderman Scott Dyke		X		
Alderwoman Claudia Gazal		(————	-	
Alderwoman Barbara Sklare				
Alderwoman Tina Oberlin				
Alderman Marco Coladipietro		-		
Alderman Nate Albert				
Alderman Tom Inman				
Mayor Raymond R. Soliman				
	Mec	lid. L	ACKRE ney, City Cle	ref

APPROVED THIS 18th DAY OF JUNE, 2018.

Raymond R. Soliman, Mayor

ATTEST:

VICKI L. Hackiney, City Cicy

3/8/2019 Google Maps Item 4.

Google Maps



Imagery ©2019 Google, Map data ©2019 Google



Agenda Memo

Crest Hill, IL

Meeting Date: June 26, 2023

Submitter: Marybel Deharo, Administrative Assistant

Department: Mayor's Office

Agenda Item: | IML Annual Conference Approval

Summary: Attached is the pricing for the 110th IML Annual Conference. The conference will be held at the Hilton Hotel Chicago, 720 South Michigan Ave, Chicago, IL on September 21-23, 2023. Visit the IML website www.iml.org for more information on the conference.

Please contact me by August 31, 2023 at <a href="mailto:mde.august.nde.august

Recommended Council Action: Register elected officials and City Administrator to attend the conference with the City paying the cost of the conference, hotel fees and parking for the conference.

Financial Impact:

Funding Source: General Fund

Budgeted Amount: \$5,000

Cost: TBD

Attachments: IML Conference Information

SEPTEMBER 21-23, 2023





110th Annual Conference

Registration for the 110th IML Annual Conference is now open.



Thursday - Saturday September 21-23, 2023 Hilton Chicago 720 S. Michigan Avenue

For details, please see conference.iml.org

Reasons to attend IML Annual Conference

- Premier statewide educational event for municipal officials and staff
- Three days of learning and networking with other officials
- Nearly 50 educational sessions with local, regional and national speakers
- An exhibit hall with vendors from across the country



Register today at conference.iml.org.



110th ANNUAL CONFERENCE

ATTEND IN CONFERENCE

WHEN?

September 21-23, 2023.

WHERE?

Hilton Chicago, 720 South Michigan Avenue, Chicago, IL 60605.

WHY ATTEND?

The Illinois Municipal League's (IML) Annual Conference is the premier educational and professional development event for all municipal officials in Illinois.

The conference, held at the Hilton Chicago, 720 South Michigan Avenue, attracts more than 2,000 elected officials from cities, villages and towns of all sizes.

Over three days, officials and staff will be provided with an opportunity to not only learn from industry experts, but also exchange ideas and build relationships with their municipal colleagues.

Thursday, September 21, 2023

- 2023 Tort Immunity Update (Fall Municipal Attorneys Seminar)
- Funding for Rural Communities
- Holisitic Hiring: A 360 Approach to Recruiting and Retaining Employees
- Illinois Liquor Control Commission Licensing, Enforcement, and Appeals (Fall Municipal Attorneys Seminar)
- Municipal Tune-Up
- Nuisance Abatement Strategies for Municipalities (Fall Municipal Attorneys Seminar)
- Recent FOIA and OMA Developments: Special Insights From the PAC (Fall Municipal Attorneys Seminar)
- Signs and Billboard Post-City of Austin (Fall Municipal Attorneys Seminar)
- The Future of Lead Service Lines
- The Illinois Freedom of Information Act & Open Meetings Act

 Workers' Rights Amendment to the Illinois Constitution/Paid Leave for All Workers Act (Fall Municipal Attorneys Seminar)

Friday, September 22, 2023

- A Statehouse Briefing with Legislators
- AARP National Network of Age-Friendly Communities overview

- Are You Allowed to do That? What Local Government Leadership Must Know About Ethics Requirements
- Boneyard...A Tale of Two Cities
- Budgeting Fundamentals: Its More Than Just Numbers
- Clerks Roundtable
- Councilmembers Roundtable
- Cybersecurity
- Downstate Police and Fire Pension Investment Funds
- Economic Development Roundtable
- Leading in Crisis Highland Park's Response to a Mass Shooting
- Managers Roundtable
- Mayors Roundtable
- Positioning Your Community for Retail Success
- Resident Uprising: How to Address, Control and Overcome the NIMBY Narrative
- Role of the Professional Administrator
- State of Illinois Commitment to Rail Safety
- Tax Increment Financing & Your Community
- The Cross Community Climate Collaborative (C4)
- The Illinois Freedom of Information Act & Open Meetings Act
- Treasurers Roundtable

Saturday, September 23, 2023

- Building Safety and Code Enforcement 101
- Land Use Planning for the 15-minute City
- Local Strategies to Promote Affordable and Fair Housing
- Location, Location, Location: Showcasing Your City's Story to Retailers and Restaurants
- Practical Sustainability for Municipalities the Greenest Region Compact
- Short-Term Rental Best Practices

REGISTER

Item 5.

TOTAL CONFERENCE PACKAGE

Includes Thursday through Saturday Conference Sessions, 2 Receptions, 1 Saturday Luncheon ticket, 1 Saturday Banquet ticket & Exhibit Expo (with option to add Thursday Fall Municipal Attorneys Seminar with MCLE credit)

IML Member - \$310 Non-Member - \$360

SINGLE DAY

Thursday

Includes all Thursday Conference Sessions, Get Acquainted Reception & Exhibit Expo

No MCLE credit. Credit included for Total Conference Package or Fall Municipal Attorneys Seminar registration only.

Friday

Includes Opening General Session, all Friday Conference Sessions & Exhibit Expo

Saturday

Includes all Saturday Conference Sessions and 1 Saturday Luncheon ticket

IML Member - \$165 Non-Member - \$180

GENERAL REGISTRATION (THURSDAY-SATURDAY)

ran municipal Attorneys seminar Registration

Includes Thursday Fall Municipal Attorneys Seminar with MCLE credit, Exhibit Expo & Get Acquainted Reception

\$180

FALL MUNICIPAL ATTORNEYS SEMINAR REGISTRATION (THURSDAY ONLY)

Newly Elected Officials One-Day Track Registration

Includes Opening General Session, all Friday Newly Elected Officials Sessions, Exhibit Expo & one copy of the Handbook for Newly Elected Officials

IML Member - \$165 Non-Member - \$180

NEO TRACK REGISTRATION (FRIDAY ONLY)

Student One-Day Track Registration

Includes Opening General Session, all Friday Student Sessions & Exhibit Expo

Current Student ID required.

\$25

STUDENT TRACK REGISTRATION (FRIDAY ONLY)

HUILL

Item 5.

Don't get stuck offsite - make your reservation at the Hilton Chicago today. IML has negotiated a discounted rate for hotel rooms, so take advantage of the lower price before it's too late.

IML has reserved a block of rooms at the Hilton Chicago for your convenience. Rates start at \$287 main level and \$337 executive level; single or double. Room tax is 17.4%. Check-in is 3:00 p.m.; check-out is 11:00 a.m. Room reservations may be made online using the reservations page or by calling the Hilton Chicago and requesting the IML room block.

RESERVE A ROOM

Hilton Chicago 720 S Michigan Ave Chicago, IL, 60605 (312) 922-4400

(877) 865-5320

PARKING OPTIONS

RAIL OPTIONS

Hilton Chicago

This map was made with Google My Maps. Create your own.

Terms

City Council Agenda Memo



Crest Hill, IL

Meeting Date: May 8, 2023

Submitter: Maura Rigoni, AICP, Interim Planner

Department: Community & Economic Development

Agenda Item: | Crest Hill Business Park Property, commonly reviewed to as Indeck Property

Summary: At the May 8, 2023, City Council Work Session, Midwest Industrial Funds appeared before Council to discuss the cost-sharing agreement for the cash contribution for future roadway improvements in the Crest Hill Business Park associated with the proposed development of the 37 acres at the southwest corner of Lidice Parkway and Enterprise Blvd. At that time, the city council reviewed staff's recommendation of a total cash contribution of \$550,000 for the Enterprise Drive extension and the future Weber Road extension.

In addition to the cash contribution, the applicant will dedicate the northern 30' of this property for additional public ROW for Lidice Pkwy and the east 33' of this property for additional public ROW for Enterprise Blvd. Both of these dedications will assist in providing additional ROW and road width for the planned improvements on Chernovic Lane, Lidice Pkwy. and Enterprise Blvd. The development will also include the improvements to Lidice Pkwy to three lanes.

The attached cost-sharing agreement includes the total cash contribution of \$550,000 and a reduction of the tap-on fees. Please note that the tap-on fee reduction was not discussed at the May 8, 2023 work session, but rather this was the applicant's request after the date.

The request for the tap-on-free reduction reads as follows:

The City agrees to forego Fifty Percent (50%) of the \$167,157.66 tap-on fee for the Project. The total amount of tap-on fees to be paid by Midwest shall be \$83,578.83.

Please note, at the June 21, 2023 meeting, the Plan Commission gave a favorable recommendation for the special use for the Planned Unit Development for the proposal to develop the 37-acre property at the southwest corner of Lidice Parkway and Enterprise Blvd. The proposal includes the construction of a 577,000-square-foot speculative industrial warehouse/office building with associated parking, trailer parking, and loading docks. The proposed project will also include a new parking lot with 340 automobile parking stalls, 151 trailer parking stalls, and approximately

City Council May 8, 2023 Indeck Property-Crest Hill Business Park

112 loading docks. The building is proposed as speculative and could be leased to a single user or multiple tenants.

The attached Exhibit A outlines the conditions the Plan Commission placed on their recommendation.

In this packet, you will find a copy of the cost sharing agreement.

Recommended Council Action: If the Mayor and City Council are amenable to the cost sharing agreement, reduction of the tap on fee, and other items outlined in the cost sharing agreement, I would ask that you authorize the City Attorney and Staff to prepare the necessary documents to execute the cost sharing agreement.

Financial Impact:

Funding Source: N/A

Budgeted Amount: N/A

Attachments:

Exhibit A

Conditions the Plan Commission placed on their recommendation.

- 1. The maximum number of loading docks permitted for the speculative industrial warehouse/office building shall not exceed 112 and the total number of trailer parking shall not exceed 115 for the PUD. Any increase in the number of loading docks above 112 or 151 for the trailer parking will require a new public hearing and a new approval for an amendment to the PUD.
- 2. Landscape Plan: Evergreens trees shall be a minimum of 8' in height and deciduous shade trees shall be a minimum of 2.5" caliper at the time of planting. Additional landscaping and/or earth berming shall be provided on the southwest side of the property facing the residential properties for additional screening and buffering.
- 3. Finalization and execution of the cost sharing agreement by City Council.
- 4. <u>Improvements to Lidice Parkway as indicate on the preliminary engineering plans, and to be</u> finalized during final engineering review and approval.
- 5. Final approval of the PUD is subject to final civil engineering plan, photometric, landscape plan and plat of dedication approvals.
- 6. The building height shall not exceed that as permitted by the M-1 Zoning District.
- 7. All sign proposals shall comply with applicable sign code regulations of the Crest Hill Zoning Code.
- 8. Compliance with Plans: The development, maintenance, and operation of the Property shall be in substantial compliance with the plans and documents as submitted, except for minor changes approved by the Community & Economic Development Director.

COST SHARING AGREEMENT BY AND BETWEEN THE CITY OF CREST HILL AND MIDWEST INDUSTRIAL FUNDS, INC.

This Agreement is made thisDay 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").
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 +/- [577,000 square foot speculative industrial warehouse/office structure, and parking lot (the "Project") on a currently vacant 37- acre parcel within the City limits of Crest Hill, which property is located at the southwest corner of Lidice Parkway/Enterprise Boulevard and immediately south of the Amazon building and currently owned by Indeck-Crest Hill, L.L.C., an Illinois limited liability company. The proposed location of the development is on property with PIN: 11-04-30-102-002-0000 (the "Property"), as more fully described in Exhibit "A" attached hereto; and
WHEREAS, said construction project ("the Project") was the subject of a properly filed application to 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 Agreement regarding certain roadway improvements, including but not limited the payment of tap-on fees and a contribution with respect to the extension of Enterprise Boulevard along the eastern property line of the subject property, as more fully described in the Conceptual Engineer's Opinion of Probable Construction Cost, which is attached hereto as "Exhibit B", (the "Enterprise Boulevard South Extension");") and any future extension of Enterprise Drive to Weber Road; and

WHEREAS, the City and Midwest now desire to set forth and memorialize the terms and conditions of the Cost-Sharing Agreement as reflected in the PUD Ordinance, including each Party's duties and responsibilities with respect to the road improvements, 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 Five Hundred and Fifty Thousand and 00/100 Dollars (\$550,000.00) toward the cost of the Enterprise Boulevard South Extension and any future extension of Enterprise Drive to Weber Road;
- 2. The payment referred to in Paragraph 1 shall be Midwest's full and final contribution to the Enterprise Boulevard South Extension and any future extension of Enterprise Drive to Weber Road, and shall be made prior to the issuance of a Building Permit for the Project;
- 3. 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-of-way acquisition, and construction of either the Enterprise Boulevard South Extension or any future extension of Enterprise Drive to Weber Road;
- 4. The City of Crest Hill shall be bear all responsibility and all costs and expenses for the Enterprise Boulevard South Extension and any future extension of Enterprise Drive to Weber Road, 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 Enterprise Boulevard South Extension or any future extension of Enterprise Drive to Weber Road, 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 Enterprise Boulevard South Extension.
- 5. The City agrees to forego Fifty Percent (50%) of the \$167,157.66 tap-on fee for the Project. The total amount of tap-on fees to be paid by Midwest shall be \$83,578.83.
- 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 the Property, and such amount shall be paid to the City prior to the issuance of a Building Permit for the Project.
- 6.7. 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 Ordinance.
- 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. road contribution amount) and Paragraph 5 above (i.e. tap-on fee).
- 7.9. The Parties hereby acknowledge and agree that the Recitals set forth above are true and correct, and are incorporated into this Agreement.
- 8.10. 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.
- 9.11. 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.

- <u>10.12.</u> Midwest may assign this Agreement, without the prior consent of City, provided any such assignee shall agree in a written notice to the City to carry out and observe Midwest's agreements hereunder.
- 41.13. 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.
- 12.14. 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:	Approved:	
Midwest Industrial Funds, Inc. an Illinois corporation	City of Crest Hill, an Illinois Municipal Corporati	on
By:	By: Raymond Soliman Mayor	_
	Attest:	
Its:	By: Christine Vershay-Hall City Clerk	_
Date:	Date:	

EXHIBIT A PROPERTY LEGAL DESCRIPTION

LOT 2 CREST HILL INDUSTRIAL PARK PLANNED UNIT DEVELOPMENT-PHASE I, A PART OF THE NORTH 1/2 OF SECTION 30, TOWNSHIP 36 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 17, 2003 AS DOCUMENT NUMBER R2003-304665, IN WILL COUNTY, ILLINOIS.

[END]

<u>EXHIBIT B</u> CONCEPTUAL ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

[SEE ATTACHED]